

21世纪全国高等院校财经管理系列实用规划教材



外贸函电

（第2版）

主 编/王 妍 刘亚卓





说　明

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主　编　王　妍　刘亚卓
副主编　李　涛　黄　伟



内容简介

本书以外贸业务中的商务信函为例，介绍商务信函的写作方法、写作技巧，旨在使读者能够熟练地运用英文进行外贸相关业务的磋商谈判。本书共分为14个单元，包括询盘、报价、还盘、订货、支付、包装、运输、保险、索赔、代理、补偿和加工贸易、合资和投标、案例研究与合同等内容。

本书可作为高等院校财经管理类各专业的本科生教材，也可作为相关工作人员的自学参考用书。

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21世纪全国高等院校财经管理系列实用规划教材

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丛　书　序

我国越来越多的高等院校设置了经济管理类学科专业，这是一个包括经济学、管理科学与工程、工商管理、公共管理、农业经济管理、图书档案学6个二级学科门类和22个专业的庞大学科体系。2006年教育部的数据表明在全国普通高校中经济类专业布点1518个，管理类专业布点4328个。其中除少量院校设置的经济管理专业偏重理论教学外，绝大部分属于应用型专业。经济管理类应用型专业主要着眼于培养社会主义国民经济发展所需要的德智体全面发展的高素质专门人才，要求既具有比较扎实的理论功底和良好的发展后劲，又具有较强的职业技能，并且又要求具有较好的创新精神和实践能力。

在当前开拓新型工业化道路，推进全面小康社会建设的新时期，进一步加强经济管理人才的培养，注重经济理论的系统化学习，特别是现代财经管理理论的学习，提高学生的专业理论素质和应用实践能力，培养出一大批高水平、高素质的经济管理人才，越来越成为提升我国经济竞争力、保证国民经济持续健康发展的重要前提。这就要求高等财经教育要更加注重依据国内外社会经济条件的变化适时变革和调整教育目标和教学内容；要求经济管理学科专业更加注重应用、注重实践、注重规范、注重国际交流；要求经济管理学科专业与其他学科专业相互交融与协调发展；要求高等财经教育培养的人才具有更加丰富的社会知识和较强的人文素质及创新精神。要完成上述任务，各所高等院校需要进行深入的教学改革和创新。特别是要搞好有较高质量的教材的编写和创新。

出版社的领导和编辑通过对国内大学经济管理学科教材实际情况的调研，在与众多专家学者讨论的基础上，决定编写和出版一套面向经济管理学科专业的应用型系列教材，这是一项有利于促进高校教学改革发展的重要措施。

本系列教材是按照高等学校经济类和管理类学科本科专业规范、培养方案，以及课程教学大纲的要求，合理定位，由长期在教学第一线从事教学工作的教师立足于21世纪经济管理类学科发展的需要，深入分析经济管理类专业本科学生现状及存在问题，探索经济管理类专业本科学生综合素质培养的途径，以科学性、先进性、系统性和实用性为目标，其编写的特色主要体现在以下几个方面。

(1) 关注经济管理学科发展的大背景，拓宽理论基础和专业知识，着眼于增强教学内容的联系实际和应用性，突出创造能力和创新意识。

(2) 体系完整、严密。系列涵盖经济类、管理类相关专业以及与经管相关的部分法律类课程，并把握相关课程之间的关系，整个系列丛书形成一套完整、严密的知识结构体系。

(3) 内容新颖。借鉴国外最新的教材，融会当前有关经济管理学科的最新理论和实践经验，用最新知识充实教材内容。

(4) 合作交流的成果。本系列教材是由全国上百所高校教师共同编写而成，在相互进行学术交流、经验借鉴、取长补短、集思广益的基础上，形成编写大纲。最终融合了各地

特点，具有较强的适应性。

(5) 案例教学。教材具备大量案例研究分析，让学生在学习过程中理论联系实际，特别列举了我国经济管理工作中的大量实际案例，这可大大增强学生的实际操作能力。

(6) 注重能力培养。力求做到不断强化自我学习能力、思维能力、创造性解决问题的能力以及不断自我更新知识的能力，促进学生向着富有鲜明个性的方向发展。

作为高要求，财经管理类教材应在基本理论上做到以马克思主义为指导，结合我国财经工作的新实践，充分汲取中华民族优秀文化和西方科学管理思想，形成具有中国特色的创新教材。这一目标不可能一蹴而就，需要作者通过长期艰苦的学术劳动和不断地进行教材内容的更新才能达成。我希望这一系列教材的编写，将是我国拥有较高质量的高校财经管理学科应用型教材建设工程的新尝试和新起点。

我要感谢参加本系列教材编写和审稿的各位老师所付出的大量卓有成效的辛勤劳动。由于编写时间紧、相互协调难度大等原因，本系列教材肯定还存在一些不足和错漏。我相信，在各位老师的关心和帮助下，本系列教材一定能不断地改进和完善，并在我国大学经济管理类学科专业的教学改革和课程体系建设中起到应有的促进作用。

刘诗白

2007 年 8 月

刘诗白 刘诗白教授现任西南财经大学名誉校长、博士生导师，四川省社会科学联合会主席，《经济学家》杂志主编，全国高等财经院校资本论研究会会长，学术团体“新知研究院”院长。

第 2 版前言

《外贸函电》自 2007 年 9 月出版以来，受到大专院校师生和广大经贸工作者的欢迎和好评。2010 年被北京大学出版社评为“21 世纪全国应用型本科财经管理系列实用规划教材”中的优秀教材。

近几年，我国对外经济贸易发展迅速，与世界各国和地区的交往日趋频繁，国际商务沟通的作用也变得越来越重要。为了适应外贸企业日趋激烈的国际合作与竞争的形势需要，同时应广大读者的要求，也为答谢读者朋友对本书的厚爱，编写组对本书的总体结构和各单元内容做了全面系统的修订工作，以期帮助读者更好地掌握外贸函电的基础知识和技能，使其在掌握外贸业务知识的前提下，更好地运用英语这个工具，以便将来在外贸的相关工作岗位上具备较强的适应性和独立工作的能力，成为专业知识扎实、业务过硬、英语水平较高的外贸销售人员、谈判人员、管理人员等高素质的国际复合型人才。

本书保留了原书实用性和可操作性的特点：有去信和回信，方便读者阅读和学习；每单元后的相关注释和补充阅读丰富了该书的内容，使读者进一步增强外贸函电写作的应用性和灵活性，有利于扩大知识面，开阔视野，更好地理解专业知识，提高英语水平。

本书共分为 14 个单元，包括询盘、报价、还盘、订货、支付、包装、运输、保险、索赔、代理、补偿和加工贸易、合资和投标、案例研究与合同等内容。案例研究单元主要以一宗国际交易为例，系统展示了整个交易过程中的函电往来，使读者通过前面研究的学习，对外贸函电有一个完整清晰的印象。所有函电的往来最终都是为了达成交易，形成合同。合同单元介绍了合同拟定的基本原则，并对各个条款的拟定进行了详细的讲解。本书对每个单元原有的样信、相关注释和补充阅读进行了增删和修订。本书还增加了附录部分——相关的函电、一般商用词汇和一般商用英语缩写词汇等，以方便读者查阅。本书对每个单元的课后练习题进行了适当的改动，并增加了口语翻译部分，进一步增强了外贸函电的可操作性，以提高读者的口语翻译水平。

本书单元 1、7、12 及附录由辽宁工业大学王妍修订，单元 2、3、5、9 由兰州理工大学刘亚卓修订，单元 4、6、10、13 由太原科技大学李涛修订，单元 8、11、14 由天津工业大学黄伟修订；王妍负责统稿。

由于编者水平所限，书中不妥之处在所难免，恳请各位读者多提宝贵意见。

编　者

2013 年 1 月

目　　录





Unit 1

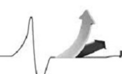
Form and Structure of A Business Letter

OBJECTIVES

- Understanding the essentials of business letter-writing
- Knowing the layouts of business letters
- Knowing the layouts of a business letter envelope

REQUIREMENTS

- Getting a knowledge of the principles of business letter-writing
- Grasping how to organize a good business letter
- Grasping how to address envelopes



Principles of Good Communication

Introduction

A good business letter does not ramble on. It supplies all pertinent information in a clear and concise manner. Generally, business writing has only two goals:

(1) To make people understand you.

(2) To get them to take proper action.

Your readers take the proper action only when they know not only what you say but what you want. Do you want them to：

(1) buy your product or service?

(2) confirm a decision?

(3) simply like you and think you are good to do business with?

All those things (buying, confirming, even liking and thinking) are actions.

In order to let your reader understand what you want (and then do it), he or she must first understand precisely what you mean in your writing. If he or she has to guess, there is a good chance the guess will be wrong.

People who read your letters have no opportunity to interpret your body language or tone of voice as they would in a conversation. So although you should write as much as you speak, you should think of the times when you speak at your best—when your words, sentences, and paragraphs are more precise than your typical everyday speech. Even when it is structured and precise, good writing helps your reader see you as a real person, and treat him or her as one too.

Time is valuable in business. Writing effective business letters will help you transact business quickly, effectively, and courteously. To write effectively, say what you mean, and make sure your readers understand you, keep the following principles in mind.

“7C” Principles

1. Clarity

Good business writing is all about being clear. The business letter should not have subtle allegorical overtones requiring careful study, or different shades of meaning. In short, it should not be open to interpretation.

Every word should mean one thing, each sentence should say one thing, and together they should create a tool for achieving your goal. Therefore, keep in mind the purpose of your letter and use appropriate words in correct sentence structure and convey your meaning. Straightforward and simple English is needed for business letters. If your reader understands you and does what you intend, then your writing succeeds.



1) Choose short, familiar, conversational words and expressions

e.g.

after (short) subsequent (long)

use(short) utilize (long)

before (simple and conversational) in the event of(complicated)

We can deliver (simple and conversational)

We are in a position to deliver (complicated)

Thank you for your letter (conversational)

We acknowledge with thanks your letter(commercial jargon)

2) Avoid using the words which have different understanding or unclear meanings

e.g.

We shall take a firm line with the firm.

We shall take a strong line with the firm.(better)

3) Use active voice

e.g. compare:

A fax was sent by us yesterday.

We sent you a fax yesterday.

2. Conciseness

Don't make your reader have to wade through long, rambling sentences. Write concisely and clearly and use a simple sentence structure. To achieve this, try to avoid wordiness or redundancy. Stick to your plan and only include information both relevant and necessary. Proceed cautiously here, however, because business writing should not be an endless series of short and choppy sentences. Don't be so concise that you become blunt.

1) Avoid using wordy expressions

Wordy: We wish to acknowledge receipt of your letter

Concise: We appreciate your letter

Wordy: Enclosed herewith please find two copies of

Concise: We enclose two copies of

2) Avoid unnecessary repetition

e.g.

Will you ship us any time during the month of December, or even November would suit us just as well.

Rewriting:

Please ship us by the end of November.

3) Avoid padded expressions

e.g.

It should be noted that this is the best we can do.

Please be advised that we have received your invoice.

3. Courtesy

Courtesy is not mere politeness. The courteous writer should be sincere and tactful, thoughtful and appreciative. It is the quality that enables us to refuse to perform a favor and meanwhile keep a friend; to refuse a customer's request for credit without killing all hopes of future business.

Another important thing is dealing with all letters promptly. Punctuality will please your customer who dislikes waiting for days before he/she gets a reply to his/her letter.

1) Use courteous and friendly words and expressions

e.g.

We are highly appreciated that

Thank you for

We are pleased that

2) Avoid using negative (unpleasant) words

e.g.

You are requested to send payment by June.

Please send payment by June. (better)

We must tell you that we can't accept your proposal.

Unfortunately, we can't accept your proposal. (better)

4. Completeness

A good communication should include all the necessary information. You should write not only what must be said, but also what should be said to achieve your goal. Make sure that your letter includes enough information for your reader to get what you mean, and that you come across as tactful and polite, not terse and unfeeling. It is essential to check the message carefully before it is sent out.

5. Concreteness

Strive to make your letter be exact, definite and specific, avoiding vagueness, ambiguity, or the use of platitudes. Most people use specific language when they talk casually：they tell stories with details, colors, and smells. Write in the same way. Use words to paint pictures in your reader's mind instead of letting him or her to dissect abstract concepts.

e.g.

Various aspects of this equipment make it a good choice.

This machine is a good choice because it is more compact and less expensive than any other one on the market. (better)

6. Consideration

Consideration emphasizes "You-attitude" rather than "We-attitude". When writing a letter, keep in mind the reader's requests, needs, desires, as well as his/her feelings. Try to understand



and respect the reader's point of view and resist the temptation to reply as if you could not be in the wrong.

1) Use You-attitude

e.g.

We allow two percent discount for cash payment.

2) Focus on the positive approach

e.g.

We don't believe you will have cause for dissatisfaction. (negative)

We feel sure you will be entirely satisfied. (positive)

7. Correctness

Good business writing is correct in both technique and facts. Therefore, correctness refers not only to correct usage of grammar, punctuation and spelling, but also to standard language, proper statement, accurate figures, factual information and the correct understanding of commercial jargons. Again, check your letter over before you send it to avoid the awkwardness of correcting a mistake after your readers see it.

1) Grammar errors often occurred in business letters

(1) With pronouns: Our competitors' prices are about 3% lower than us (ours).

(2) With verbs: Neither of the offers are (is) acceptable.

(3) With adjectives: The two first (first two) items are not available.

(4) With conjunctions: This machine not only (is attractive not only) in proper price, but also in good quality.

2) Make the numbers accurate

e.g.

(1) On or before May 10th.

(2) The offer is firm until April 4th (inclusive).

(3) US $2 300 (US Dollars two thousand and three hundred only).

The Structure of A Business Letter

1. The standard parts

A standard business letter contains seven parts.

1) The letterhead

The letterhead expresses the personality of a company and often indicates the writer's company name & address, telephone number, fax number, email, internet website and the kind of business carried on. Usually it is centered or at the right or left margin of a letter writing paper. Nowadays, more and more business letters have preprinted letterhead stationary which contains the above information.

2) The date

The date is generally placed at least two lines below the letterhead to the right for indented

style or to the left for the blocked style. The date should be typed in full and not abbreviated (i.e., November for Nov.) and the -th, -st, -nd and -rd that follow the day can be omitted (i.e., 3 May for 3rd May). Please see to it that the year is typed in full (i.e., 2006 instead of 06). Always spell out the month and include the day, a comma, and the year. The preferred forms of dates are as follows：

18 August, 2006　　　　August 18, 2006

Avoid giving the dates in figures, since it may easily cause confusion. It is English practice to follow the order of day, month and year while the American practice is to write in the order of month, day and year. So 10/6/2006 could be taken as either 10 June, 2006 or October 6, 2006.

3) The inside address

It consists of the correspondent's full name and address, which appears exactly the same way as on the envelope. It is typed single-spacing at the left-hand margin about two or four lines after the date. Generally, the inside name and address in a business letter should include the following:

(1) the name of the firm or company addressed to.

(2) the number and the name of the building or house.

(3) the number and the name of street.

(4) the name of the city, state or county and its postal code.

(5) the name of the country.

Ordinary courtesy titles used in correspondence are Mr. for a man, Mrs. for a married woman, Miss for an unmarried woman and Ms. for both married and unmarried women. In recent years it has become customary to use Ms. as the courtesy title for many women, particularly career women, strongly object to being addressed as Mrs. or Miss.

Esq. instead of Mr. is sometimes used for certain classes of persons. Mr. always precedes the name while Esq. always follows the name, separated from it by a comma, e.g.:

Mr. George Smith

George Smith, Esq.

Messrs., an abbreviation for the French word Messieurs, which is used only for partnership whose company name includes a personal element, e.g.:

Messrs. S. Laurel and O. Hardy

Messrs. J. Waston & Co.

4) The salutation

The salutation is the polite greeting with which every letter begins. The customary formal greeting in a business letter is "Dear Sir (Madam)", "Dear Sirs (Mesdames)" or "Gentlemen", which is used in America. Do not use Sirs alone and Gentlemen can not be used in the singular. If the receiver is known to the writer personally, a warm greeting, "Dear Mr. /Ms. sb." is then preferred.

The salutation should be placed two lines below the inside address or the attention line (if



used), and followed by a comma for "Dear Sir", "Dear Sirs", and a colon for "Gentlemen".

5) The body of the letter

This is the most important section of any business letter. Make sure that each paragraph is clear and concise. Start a new paragraph for each point you wish to stress and arrange the paragraphs in logical order so that your letter "reads easily" and moves, step by step, toward the aim or purpose you wish to achieve.

The first paragraph of a letter, mainly being a contact one, should usually be short. It may need to：

(1) indicate the subject and the purpose of the letter.

(2) acknowledge any previous correspondence.

(3) establish a satisfactory tone.

The last paragraph should also be relatively short. It may：

(1) show friendliness and good will.

(2) leave the reader with a single clear-cut thought or idea.

(3) inspire whatever action or response is desired.

It is typed two lines below the salutation, or below the subject line, if any. In letters of average length, paragraphs are single-spaced and between paragraphs double-spacing is used. Very short messages may be double-spaced.

6) The complimentary close

The complimentary close, like the salutation, is simply a matter of custom and a polite way of closing a letter. Leave two lines of space after your last body paragraph, then place the close against the left margin (in fully blocked format), on the right or in the centre of the page (in letters which are in forms other than the full block).

The complimentary close should keep in tone with the salutation. The most commonly used sets of salutation and complimentary close are shown below：

Salutation	Close	Comment
Dear Sir(s)	Yours faithfully,	Formal
Gentlemen	Yours truly, / Truly yours,	Formal
Dear Mr. Harris	Yours sincerely, /Sincerely yours,	Less formal

Also notice that the close is always followed by a comma and only the initial letter of first word is capitalized.

7) The signature

A business letter should be signed by hand and in ink immediately below the complimentary close. The name of the writer is usually typed below the signature and most often includes the writer's title and/or professional designations. The use of a rubber stamp is a form of discourtesy.

2. The optional parts

The optional parts of a business letter are:

8) The references

The references number and letters enable the writer or the recipient to link the reply with the

previous correspondence. The references may include a file number, department code or the initials of the signer of the letter followed by the typist's initials. They are placed immediately below the letterhead and marked "Your ref:" and "Our ref:" to avoid confusion.

9) The attention line

The attention line may be used if the writer of a letter addressed to an organization wishes to direct the letter to a particular member or department of the company. Flush with left margin or placed in the centre of the page, the line is generally inserted between the Inside Address and the Salutation, with double spacing above and below it.

10) The subject line

The subject line gives a brief introduction of the content of the letter, which is preceded by the word "Subject:" or "Re:" (Latin for "matter"). It is often placed two lines below the salutation and above the body of the letter.

11) The enclosure

It indicates that something else accompanying the letter is enclosed. Type the word "Enclosure" or an abbreviation of it (Encl.) at the left bottom with a figure indicating the number of enclosures, if there is more than one. If necessary, the enclosed documents or matters may be listed. For example：

Enclosures：4

Encl. 3 copies of commercial invoices
4 copies of packing lists
Insurance policy

12) The carbon copy notation

When a copy of a letter is sent to someone other than the person addressed, type c.c. or C.C. two lines below the signature aligned the left margin, followed by the name of the recipient of the copy.

13) The identification line

The identification line shows the initials of the person who dictated the letter and those of the secretary or typist. The initials are usually typed two spaces below the signature against the left margin. The two sets are separated by a colon or a slant, with the dictator's coming first. The following examples are generally acceptable forms of the identification line：

BC：NB BC/NB MT：fjr MT/fjr

14) The postscript

The postscript (P.S.) is an afterthought, and in formal letter it is usually a sign of poor planning. Try to avoid the use of postscript as far as possible. If something is forgotten, it is better for the writer to rewrite the whole letter. If unavoidable, write in this fashion.

P.S. The invitation will be mailed to you in a day or two.

P.S. I will be glad to see you at the Annual Sales Fair at the Hillside Plaza on September 15th.



The Arrangement of the Structure of a Business Letter

1) Letterhead

8) OurRef. No.

Your Ref. No.

2) Date

3) Inside Address

9) The Attention Line

4) Salutation

10) The Subject Line

5) Body of the Letter

6) Complimentary Close

7) Signature

13) The Identification Line

12) Carbon Copy

11) Enclosure

14) P.S.

The Form of A Business Letter

Basically, the main styles of a business letter currently used are：

1. Full Block Style

Ms. Clara Winters
Jameson & Sons Ltd.
34 Madison Square
Melbourne B.C. 2
Australia

Our Ref：EAS/CW
Your Ref：

26th May, 2006

The Tiny Tots Toy Company
15456 Pyramid Way
College Park, FL 33133
U.S.A.

Attention：Mr. Raymond Simpson

Dear Sirs,

Re：Full Block Letter Style

The main characteristic of full block business letters is that everything (except maybe a preprinted letterhead) is flush with the left margin with no indention in the letter.

If your letter is only one page, type the complimentary close and optional components as shown below. Otherwise, type them on the last page of your letter.

Yours faithfully,

Jameson & Sons Ltd.
Clara Winters, Manager

2. Modified Block Style

Ms. Clara Winters
Jameson & Sons Ltd.
34 Madison Square
Melbourne B.C. 2
Australia

Our Ref：EAS/CW
Your Ref：

26th May, 2006

The Tiny Tots Toy Company
15456 Pyramid Way
College Park, FL 33133
U.S.A.

Attention：Mr. Raymond Simpson



Dear Sirs,

Re：Modified Block Letter Style

The main characteristic of modified block business letters is that everything is flush with the left margin, except the date, the complimentary close and the signature as shown. Modified block letters are a little less formal than full block letters.

Yours faithfully,

Jameson & Sons Ltd.
Clara Winters, Manager

3. Semi-Indented Style

Ms. Clara Winters
Jameson & Sons Ltd
34 Madison Square
Melbourne B.C. 2
Australia

Our Ref: EAS/CW
Your Ref:

26th May, 2006

The Tiny Tots Toy Company
15456 Pyramid Way
College Park, FL 33133
U.S.A.

Attention：Mr. Raymond Simpson

Dear Sirs,

Re：Semi-Indented Letter Style

Semi-indented business letters are the same as modified block letters, except the paragraphs are indented and the subject line is centered. The inside name and address is typed in block form, while the date, the complimentary close and the signature are just close to the right of the center.

Yours faithfully,

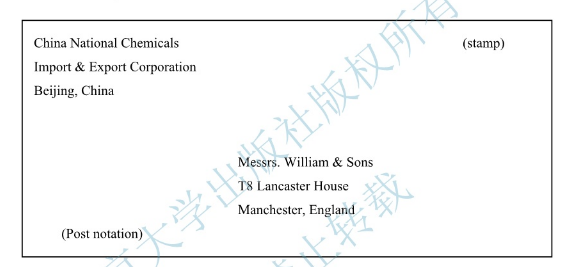
Jameson & Sons Ltd.

Addressing Envelopes

Envelope addressing calls for accuracy, clearness and good appearance. Business stationary ordinarily has the return address printed in the upper left corner of the envelope. The name and address of the receiver should be typed about half way down the envelope, which can be in the style of full block or semi-indented.

The postmark or stamps should be placed in the up right-hand corner, while the bottom left-hand corner is for post notations such as "Confidential", "Printed matter", "Certified", etc.

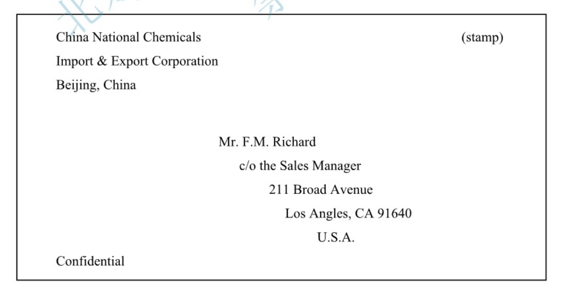
1. Full Block Style


China National Chemicals (stamp)
Import & Export Corporation
Beijing, China

Messrs. William & Sons
T8 Lancaster House
Manchester, England

(Post notation)

2. Semi-Indented Style


China National Chemicals (stamp)
Import & Export Corporation
Beijing, China

Mr. F.M. Richard
c/o the Sales Manager
211 Broad Avenue
Los Angles, CA 91640
U.S.A.

Confidential



Exercises

I. Arrange the following in proper form as they should be set out a letter.

(1) Sender’s name：China National Lights Industrial Products Import & Export Corporation, Shanghai Branch

(2) Sender’s address：1001 Huangpu Road, Shanghai, China

(3) Sender’s telephone number：86-21-XXXXXXXX

(4) Sender’s fax number：86-21-XXXXXXXX

(5) Date：March 30th, 2006

(6) Receiver’s name：Jardin Matheson & Co., Ltd.

(7) Receiver’ s address：754 Craneigh Street, London S.E. 37, England

(8) Salutation：Dear Sirs,

(9) Subject line：100% Cotton T-shirts

(10) Attention line：Mr. Simon Donnan, Import Department

(11) The message：We thank you for your letter of March 25 enquiring for the captioned goods. Enclosed please find the catalogue, which contains details of all our T-shirts and will enable you to make a suitable selection

We are looking forward to receiving your specific enquiry with keen interest.

(12) Complimentary close：Yours faithfully,

II. Address an envelope for the above letter.

Unit 2

Enquiries & Replies

OBJECTIVES

- Understanding and writing the letters connected with enquiries and replies
- Translating the letters connected with enquiries and replies

REQUIREMENTS

- Grasping the usual usage of professional words, expressions and sentences
- Knowing both the Chinese and English meanings of the professional words and expressions



Introduction

Generally speaking, an enquiry is a request for information such as prices, quantities and other relative details about specific goods. It is usually made by a potential buyer, also called an enquirer. Sometimes, one regards enquires as the first step of a business negotiation. But, it is not necessary.

According to the content, enquiries may be divided into two types：general enquiries and specific enquiries. If the enquirer wants to have a general idea of the goods which the addressee is in the position to supply, he may ask for a price-list, a catalogue, samples and other terms. This is a general enquiry. If the enquirer wants to purchase goods of a certain specification, he may ask the addressee to make a quotation or an offer for the goods. This is a specific enquiry.

When you write a general enquiry, you should first tell the correspondent how you get his name and address, state your intention of writing the letter and express your wish to enter into business relations. Certainly, if you are making a first enquiry, a brief self-introduction is necessary all the time.

Specific enquiries should be written briefly, concisely and completely. In general, writing a specific enquiry should concern the following points.

(1) What you are requesting for, such as the name and descriptions of the goods, a catalogue, a price-list and samples.

(2) A brief self-introduction and an introduction of market situation in your position.

(3) Asking whether there is a possibility of a special discount, what terms of payment and delivery time you would expect.

(4) Stating the possibility of placing an order.

(5) Show courteousness and politeness in your requests all the time.

Whenever you get an enquiry letter, you should make a prompt and careful reply. Reply letters answer questions, supply information and offer specific terms to satisfy the needs of the potential buyer. A reply letter should include：

(1) Acknowledging the receipt of the enquiry.

(2) Giving all the details of what you can supply and introducing the merit of the goods.

(3) Enclosing the catalogue, price-list and samples, which the enquirer requested for.

(4) Indicating the terms of payment and the possible time of delivery.

(5) Your wish to start practical transaction.

(6) Make sure you have answered all the questions raised by the enquirer, and include all the points you want to make.

Sometimes, you may receive an enquiry which you cannot satisfy at the moment, you should also acknowledge the letter immediately, giving the reason and assuring that you will do all you can to meet his requirements.

Specimen Letters

1. Request for Establishing Business Relations

Dear Sirs,

We learn from our Commercial Office in your country that you are a large buyer of table-cloths. As articles of this kind fall within the scope of our business activities, we take this opportunity to express our wish to establish business relations with you.

Chinese table-cloths are known for their good quality, attractive designs and fine workmanship. They have enjoyed great popularity in the European market. We believe that through our joint efforts they will also meet with a favorable reception in your country.

In our trade with merchants of various countries, we always adhere to the principle of equality and mutual benefit. The policy of ours greatly helps to strengthen trade relations and promote friendship between the Chinese people and the people of other countries. We are sure of good business prospects before us.

In order to give you a general idea of our table-cloths, we are sending you, under separate cover, a copy of the latest catalogue. If you find any of the items interesting, please let us know as soon as possible. We shall be glad to send you quotations and samples upon receipt of your detailed enquiry.

Your rapid specific enquiry will be appreciated.

Yours faithfully,

2. Referring to a Bank Reference

Dear Sirs,

We are going to execute a considerable order from a new customer in England about whom we know little. We would highly appreciate it if you would inform us, in confidence, of the financial and business standing of the firm, details of which are as follows.



Name: Great Man Trading Co. Ltd.
Address: 1314 Gower Street
London, SC7 6DY, England
Reference bank: Barclays Bank PLC
520 Duke Street,
St. James, London SW5 IDY, England

Please approach the above reference bank for all possible information we require. Any information you give will be kept in strict confidence and without any responsibility on your part.

Thank you in advance.

Yours faithfully,

3. General Enquiry

Dear Sirs,

We have learned from the Commercial Counselor's Office of our Embassy in your country that you manufacture and export a variety of textile.

Our company is one of the importers of textile articles in London. As there is a steady demand for high quality cotton bed-sheets, we would like you to send us as soon as possible your illustrated catalogue, price-list and all necessary information about the goods.

We are large dealers in textiles and believe there is a promising market in our area for moderately priced goods mentioned above.

Your prompt attention will be much appreciated.

Yours faithfully,

4. Specific Enquiry for Copy Machine

Dear Mr. Li,

Nice to meet you during last Guangzhou Fair.

We are now interested in copy machine in bulk quantities, and shall be pleased if you send us ASAP your illustrated catalogues, latest price-list with quantities available and samples. And in your reply, please indicate the earliest date of shipment as well as your best quantity discount.

Your rapid reply will be appreciated.

Yours faithfully,

5. Specific Enquiry for Price

Dear Sirs,

We are now in the market for large quantity of corn for the production of high quality wine and should be obliged if you would give us a quotation per metric ton CIF London, with the regular purchase of 500 000 metric ton a year, and inform the earliest date you can ship.

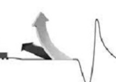
We used to purchase corn from other sources, but we now prefer to buy from your corporation because we are given to understand you are able to supply larger quantities with a special discount. Besides, we are convinced that your corn is of better quality.

We look forward to hearing from you by return.

Yours faithfully,

Notes

1. enquiry n. 询盘，询购，询价，同 inquiry 通常是指交易前，一方向另一方询问有关商品的价格、数量、交货时间、付款条件以及折扣等情况。大多通过要求对方提供价目表、商品目录、样品、款式、型号等了解相关商品和市场。



make an inquiry to sb. for (about) sth. 向某人询购某货

We are making an inquiry to you for sunflower seeds. 现向贵方询盘葵花籽。

2. learn from… 收到……的来信，从……获知
3. fall within … 属于……，符合……，同 come within
4. scope n. (活动，影响的)范围

scope of business (business scope) 经营范围

Hardware does not fall within the scope of our business.
五金制品不属于我们的经营范围。

We would now like to broaden/widen the scope of the enquiry.
现在我们打算扩大询盘的范围。

scope 还有“机会”的意思：

There is limited scope for further reductions in the price.
继续减价的机会不大。

5. establish v. 建立，成立，设立

to establish/enter into trade relations 建立贸易关系

The company was established in London in 1836.
该公司于 1836 年在伦敦成立。

We take the opportunity to write to you in the hope of establishing trade relations with you.
我们借此机会向你方去函，希望能与你方建立贸易关系。

Establishment n. 建立，成立，设立

The establishment of trade relations with that company marks a breakthrough in our company's export.
与那家公司建立贸易关系，是我公司出口业务的一个突破。

Established adj. 已建立的；信誉良好、地位牢固的；证实的，确认的

a well established exporter 信誉良好的出口商

the established order in the home market 国内市场已建立的秩序

established principle of international law 公认的国际法准则

6. take this opportunity to do… 借此机会做……，同 avail this opportunity of doing…
7. business relations 业务关系，商务关系，意思同 trade relations
8. workmanship n. 手艺，工艺，做工，技巧
9. adhere to 坚持，追随
10. equality and mutual benefit 平等互利
11. give … a general idea of … 为了使……了解……

    In order to give you a general idea of our products, we are sending you, by separate airmail, a copy of our latest catalogue and a price list.
    为了使贵公司对我方产品有个大体了解，我们在另外的函件中给贵公司寄去了一套我公司最新的产品目录和一份价目单。

12. refer to 提到，谈到，涉及；参考，查阅；向……打听[查询]；认为与……有关，认为……起源于



13.bank reference　银行征信(银行提供有关商号信誉等情况)

14. under separate cover　另函邮寄，在另函中，同 by separate post

15. catalogue　n.　(产品)目录

关于商品的宣传资料通常有：

sales literature 销售说明书

illustrated catalogue　插图目录

booklet/brochure/pamphlet　小册子

leaflet(单张的)广告单

sample　样品

sample book　样品本

sample cutting　剪样

manual　产品手册

data sheet (产品)数据表

bulletin(产品)简报

broadside　广告宣传单；宣传单

circular letter　通函；通销函

16. as soon as possible　尽快，常缩写为 ASAP

17. quotations n.　报价单，行情表，报价

18. upon/on receipt of…　一收到……就……

19. specific enquiry　具体询盘,其中，specific adj. = particular 特定的；具体的

The money is intended to be used for specific purposes.

这笔钱是有专门用途的。

They seem to have no specific plans for dealing with the problem.

看来他们没有处理这一问题的特定计划。

20. appreciate　v.　涨价；感谢；理解

appreciative　adj.　表示感激的，承认有价值的

21. terms of payment　付款条件，付款方式

22. in view of　鉴于，由于，考虑到

23. Commercial Counselor's Office　商务参赞处

24. illustrated catalogue　附有插图的目录

25. price-list　价目单，价格表

26. dealer　经销商

27. promising　有希望的，有前途的

28. enclose v.　把……封入，把……附在信中，随函寄去……

We enclose a copy of our pricelist/ A copy of our pricelist is enclosed/ Enclosed is a copy of our pricelist.　随函寄去我方价目表一份。

Enclosed please find a copy of our pricelist/Please find enclosed a copy of our pricelist.

随函寄去我方价目表一份，请查收。



We thank you for your letter of June 6th enclosing a sample cutting of woolen material. 感谢贵方 6 月 6 日内附一块毛料剪样的来信。

29. discount n. 折扣
30. irrevocable and confirmed L/C 不可撤销的保兑信用证
31. call one’s attention to sth. 提请某人注意某事。类似的表达还有 invite one’s attention to sth., draw one’s attention to sth.
32. in the market for… 想要购买……
33. CIF Cost，Insurance and Freight 的缩写，译为“成本费、保险费、运费在内价”
34. be of… 具有……的性质，具有……的特征
35. at one’s request 应某人的要求
36. offer 发盘，又称报盘、报价(详见第 3 单元)
37. subject to… 取决于……，决定于……
38. irrevocable L/C at sight 不可撤销的即期信用证
39. Guangzhou Fair 也称为 China Import and Export Fair，或 Canton Fair 广交会，现名“中国进出口商品交易会”。每年春秋两季各举行一次
40. for one’s examination 供……参考，供……查阅。类似表达还有：for one’s information；for one’s reference；for one’s study；for one’s consideration
41. execute v. 履行；执行

    execution n. 履行；执行

    execute (fulfill / carry out) one’s order 履行订单

    We believe that the order will be executed to your entire satisfaction. 相信这份订单会执行得让你们完全满意。

    We apologize for the delay in executing your order. 延误履行你方订单，甚歉。

    Their execution of the contract was unsatisfactory. 他们执行合同的情况不令人满意。
42. considerable adj. 相当多的，大量的

    Considerable orders have been done at this price. 已按此价格大量成交。

    This article has a considerable run. 这种货物销路很好。
43. inform v. 通知

1) inform sb. of sth.

   We shall inform you of the date of shipment soon. 我们将马上通知你们装船日期。

   Please inform us of the quantity you require. 请告知你们需要的数量。

2) inform sb. that (what, when, why, where, how, whether 等) 从句

   We regret to inform you that your tender was not accepted. 我们遗憾地通知你，你们的投标未被接受。

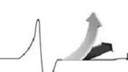
   Please inform us what quantity you can sell per year. 请告知你方每年可销售的数量。

   Please inform us when the L/C will be opened. 请告诉我们信用证何时能开出。

3) 商业书信中常用的句型

   Please be informed of sth. 或 that 从句

   Please be informed that we have already airmailed the samples. 现通知你方，我们已经将样品空邮寄出。



keep sb. informed of sth. 使某人知道某事

Please keep us informed of any fluctuations of the prices. 请随时通知我方价格的波动情况。

Information n. 信息；情报

This is a very important piece of information. 这是一条重要的信息。

For detailed information, please contact our local agents. 欲知详情，请联系当地代理。

44. confidence n. 机密，秘密；信心

This information is supplied to you in strict confidence. 此信息在保密的情况下提供给你。

Confidential adj. 秘密的

We would ask you to kindly treat this information as strictly confidential. 我们要求贵公司对此情报严守秘密。

45. standing n. = position, status 状况；声誉

financial standing 财务状况

credit standing 信用状况

business standing 商业声誉

46. reference n. (资信)证明书；备询人，资信征询公司；参考(“参考”注解见 Lesson 18, refer)

Banker’s Reference 银行资信证明书

reference bank 备询银行，参考银行

If it is required, we can provide first class reference. 如果需要，我们可提供最好的资信证明。

The ABC Company has given us your name as reference. ABC 公司给出贵方名字作为资信征询人。

Would you kindly send us the names of firms or a bank to whom reference can be made? 请告知可供我们作为资信征询的公司或银行的名称。

47. approach v. = contact 联系

Please approach/contact our sales department for the samples you require. 请与我方销售部门联系你方所要样品的事。

We’ve just approached the bank about a loan.我们刚刚和银行联系过一笔贷款。

You can approach this company to see if they will give you a job. 你可以联系一下这家公司，看他们能否给你一份工作。

48. on one’s part/on the part of sb. 属于……一方的，就……一方而言的

The losses are obviously attributable to the negligence on the part of the sellers. 损失显然是由于卖方的失误造成的。

There are still some doubts on the part of the agent. 代理商方面仍然心存疑虑。

49. in advance 事先，预先

We thank you in advance for your cooperation. 我们事先感谢你方的合作。

As the stock is limited, we require payment in advance. 因存货有限，我们要求预付货款。



Supplementary Reading

Useful Sentences on Enquiry and Reply

1. We take the opportunity to write to you in the hope of establishing trade relations with you.
我们借此机会向你方去函，希望能与你方建立贸易关系。

2. The establishment of trade relations with you marks a breakthrough in our company's export.
与贵公司建立贸易关系，是我公司出口业务的一个突破。

3. We have been handling import and export of textiles for many years.
我们经营纺织品的进出口业务已有很多年了。

4. You have been recommended by the CCPIT(China Council for the Promotion of International Trade) as a potential buyer of Chinese chinaware.
中国国际贸易促进委员会向我们推荐说你们是中国瓷器的潜在买主。

5. We are contacting you on the recommendation of John Smith & Company.经约翰·史密斯公司的推荐，特与你联系。

6. Please quote us your lowest price CIF Liverpool.请向我方报 CIF 利物浦最低价。

7. We regularly buy … and would like know what you have to offer.
我们定期购买……并且想知道贵公司的报价如何。

8. We would like very much to continue to do business with you and are now awaiting your offer. 我公司很乐意和你公司继续有业务往来，并正在等待你公司的报盘。

9. As the brochures you sent us were badly damaged in the mail, we would like you to mail us some more.
贵公司寄来的产品简介小册子在邮寄途中已经完全损坏，希望你公司再多寄些来。

10. Please tell us how long this price list is valid.
请告知我们这个价目单的有效期有多长。

11. What quantities of the specified item can you regularly deliver on short notice?
请告知我们，短期内你公司能定期运送多少数量的指定产品？

12. We would appreciate your sending us a catalogue of your …with terms of payment and the largest discount you can allow us.
请寄……目录，并注明你方要求的付款条件及能给予的最大折扣。

13. Please send us your latest catalogue with your best CIF London prices. We will also appreciate your telling us the approximate weight of each article.
请寄附有最优惠的 CIF 伦敦价的最新商品目录，并请告知每件货物的大约重量。

14. We have the pleasure of sending you under separate cover, a new catalogue which lists the complete line of our … goods. For your information, we checked the items which we hope especially interest you.
现另邮寄上我们全部……产品的新目录一本。为供你方参考，特标明那些我们认为你们会特别感兴趣的产品。



15. Through the courtesy of … we come to know the name and address of your firm.感谢/承蒙……的推荐或介绍，获悉贵公司名称或地址。类似的表达：

(1) We owe your name to …

(2) We have obtained your name from …

(3) Your name has been recommended /given/introduced to us by …as …

(4) We have your name and address from …

(5) We are indebted to …for your name and address.

(6) We come to know your name and address through …

(7) Through the courtesy of …we get to know your company.

16. To give you a general idea of the scope of our business activities, we enclose herewith a complete set of catalogues that we are dealing in.为了使贵公司了解我公司的业务活动范围，我们特随函附寄一整套我公司的产品目录。

17. We shall place substantial orders with you provided your new products are excellent in quality and competitive in price. 如果你方产品质量优良，价格有竞争性，我们将向你们大量订购。

18. Please rest assured that any orders you may place with us will have our prompt and careful attention.请放心，贵公司给我们的任何订单都将得到我们迅速和仔细的处理。

Exercises

I. Fill in the blanks with prepositions and then translate the following into Chinese.

(1) We take the liberty ______ writing to you with a hope to get your best quantity discount for North-east rice.

(2) We are indebted ______ Mr. Smith of AAA Co. for having recommended you ______ us as one of the leading importers in London.

(3) You are introduced to us by Robinson Co. ______ one of the leading dealers of hardware products.

(4) The price of oil is increasing, because it is _____ short supply.

(5) Mr. Martin was taken to the showroom decorated _____ many flags.

(6) _____ the recommendation of CCPIT, we are writing _____ you _____ the hope of setting up trade relations _____ you.

(7) Any information given _____ us will be held _____ confidential and will entail no responsibility _____ your part.

(8) It is necessary to make a status inquiry _____ your customer before the execution_____ the order.

(9) We will appreciate it very much _____ you can quote us your best prices _____ Sony Brand Color TV Sets_____24 and 29 inches.

(10) We would like _____ inform you that we have received a large inquiry _____ 800 sets color TV.



II. Fill in the blanks of the following letter.

Dear Sirs,

Through the ______ of our Commercial Counselor's Office in your country, we learned that you were one of the ______ importers of canned foodstuffs.

We like to take the ______ to introduce ourselves to you ______ a state-owned corporation ______ in exporting canned foodstuffs, and express our ______ to enter into business relations ______ you.

In order to give you some ______ of our exports, we are pleased to send you a copy of our ______ catalogue. Quotations and samples will be sent to you ______ receipt of your specific enquiries.

We expect hearing from you soon.

Yours faithfully,

III. Choose the appropriate words to fill in the blanks.

on, as, in, under, by, with, from, against, to, at

(1) Your firm has been kindly recommended to us by Messrs. J. Smith & Co. , Inc. ,in New York, ______ large importers of office furniture.

(2) We are exporters of long standing and high reputation, engaged ______ exportation of following articles.

(3) Please let us know ______return what your experience has been in your dealings with them.

(4) If your price is competitive, we shall be glad to place a substantial order______ you.

(5) We have seen your advertisement ______ portable typewriters in "China Today".

(6) Some copies of our latest catalogues are being airmailed to you ______separate cover.

(7) We learned ______ ABC Co. that you are in a position to supply fruit and dried fruit.

(8) As for terms of payment, we need irrevocable L/C payable by draft ______sight.

(9) We used ______ import teacups from Korea, but now we divert our buying to your country.

(10) We enclose quotation sheet ______ your enquiry No.2233 and look forward to your confirmation.

IV. Choose the right words to complete the sentences.

(1) We can supply the goods you require _____.

A. from stock B. in stock C. out of stock D. just the stock

(2) We shall advise you _____ we are able to supply the goods again.

A. as B. while C. as soon as D. until



(3) We have sent you a full range of samples _____ airmail as per your instructions.

A. on　　B. at　　C. for　　D. by

(4) We will be _____ if you will make us your lowest quotations _____ iron-free garments.

A. appreciated, for　　B. obliged, for　　C. appreciated, on　　D. obliged, on

(5) We are pleased to receive your letter _____ a sample of our new products.

A. asking　　B. enquiring　　C. requiring　　D. request

(6) We thank you for your letter dated March 18 _____ our silk blouses of various styles.

A. enquiring for　　B. enquiry for　　C. enquired for　　D. enquire for

(7) We recommend that you _____ our branch office for the matter directly.

A. approached　　B. have approached

C. approach　　D. approaching

(8) Because the article falls _____ the scope of our business activities, we are writing you in the hope of _____ trade relations with you.

A. within, establishment　　B. within, establishing

C. below, set up　　D. below, setting up

(9) Thank you for the sample cutting _____ in your letter.

A. enclose　　B. enclosed　　C. enclosing　　D. being enclosed

(10) Thank you for your price list showing various kinds of products now _____ for export.

A. available　　B. be available　　C. to be available　　D. being available

V. Translate the following into English.

(1) 承蒙我国驻纽约大使馆介绍，得知贵公司专门经营棉质家居品的进口业务。我们愿意与贵公司建立业务关系。

(2) 我们对贵方在《今日中国》上所刊登的广告很感兴趣，请来函告知该商品的详细情况。

(3) 按照贵方要求，特随函附寄我们的附图产品目录，供你方参考。

(4) 一旦收到贵方的具体询盘，我们会立即给贵方寄送样品并报最优惠的价格。

(5) 我们是一家在全世界范围内经营进出口业务的贸易公司。

(6) 我们是一家信誉良好的私人公司，非常希望与你们建立贸易关系。

(7) 贵公司上周写给我方总部的信已转交给我公司，因该产品由我们经营。

(8) 为了让你们对表格中的产品有个大体了解，特随函附寄小册子及最新的价格单各一份。

(9) 贵公司已由中国国际贸易促进委员会推荐给我们。

(10) 如果能报优质绿茶的 CIF 伦敦最低价，我们将不胜感激。

VI. Translate the following into Chinese.

(1) We have received your enquiry of August 2 and learn of your interest in our Vacuum Cleaners MP208. We are now enclosing our illustrated catalogues and price list you asked for.

(2) We learn that you are very interested in China, so we take the liberty of writing to you.

(3) We are interested in various kinds of Chinese Arts and Crafts and should appreciate your catalogues and quotation.



(4) We are pleased to send you with this letter a copy of our current pricelist for candles in different colors and shapes.

(5) We have heard you are able to supply larger quantities at more competitive prices, so we prefer to buy from you.

(6) In order to export our products to Western Europe, we are writing to you to seek cooperation possibilities.

(7) With years of efforts we have enlarged our business scope and now we deal in nearly 100 kinds of goods.

(8) Stocks are light with active demand.

(9) We shall be obliged if you would send us the pricelist of your cotton underwear of the newest patterns.

(10) Please rest assured that your future orders will receive our prompt and careful attention.

VII. Translate the following sentences into English orally.

(1) We are willing to enter into business relations with your firm on the basis of equality and mutual benefits.

(2) Our main business covers the import and export of various light industrial products.

(3) With years of efforts we have enlarged our business scope and now we deal in nearly 100 kinds of goods.

(4) I think this transaction would be promising if you could make an appropriate reduction.

(5) On the recommendation of local Chamber of Commerce, we are writing to you in the hope of establishing trade relations with you.

(6) We are not sure about the financial standing of this company and therefore recommend a cautious approach when dealing with them.

(7) We can assure you that the prices we quote are very favorable.

(8) All the items listed in our catalogue are now in stock and ready for immediate shipment.

(9) Our product is of superior quality. Other products can't be compared with it.

(10) Let's meet each other half way. I'll cut another 5%. That's definitely my rock bottom price.

VIII. Writing.

Messrs. Arthur Grey & Son write to China National Import & Export Corporation, stating that they have an order to supply a hotel with table-cloths. They request samples in handsome designs of medium and best linen suitable for the purpose.

Unit 3

Quotations, Firm Offers & Counter Offers

OBJECTIVES

- Understanding and writing the letters connected with quotations, firm offers & counter offers
- Translating the letters connected quotations, firm offers & counter offers

REQUIREMENTS

- Grasping the usual usage of professional words, expressions and sentences
- Knowing both the Chinese and English meanings of the professional words and expressions



Introduction

Quotations and offers are important steps of business negotiation. When a seller prepares to export, he quotes the potential buyer the price of the goods concerned on receipt of the enquiry.

A quotation is merely a notice of the price of certain goods at which the seller is willing to sell. People in China usually treat quotations as non-firm offers, which do not legally bind both parties. That is, the prospective buyer is under no obligation to buy the goods for which a quotation is requested, while the seller is not bound to sell what has been previously quoted. A price quotation with clear promise to sell can be considered an operative offer if it includes the essential terms of price and quantity and leaves settlements of this terms to a future agreement by the parties.

An offer refers to trading terms put forward by exporters to importers, on which the exporters are willing to conclude business with the importers. These terms mainly include name of commodity, brand, specifications, quantity, price, packing, payment and shipment, etc.. Usually, there are two parties involved in an offer. The one who sends the offer is called the offeror and the one who receives the offer is the offeree.

There are two kinds of offers: non-firm offer and firm offer.

Non-firm offer, also means offer without engagement, is usually made by means of sending catalogues, price-lists, proforma invoice and quotations. Hereinto, quotations are seen most.

A firm offer is made when a seller promises to sell specific goods at a stated price and within a stated time. It must be communicated with the offeree and it must ensure that all essential terms are clearly definite. Once a firm offer has been accepted unconditionally within the term of validity it can not be withdrawn. When a firm offer is made, two major requirements must be concerned. First of all, the writer of a firm offer should enclose complete, affirmative, specific terms of business. That means, the major conditions of the contract are required as to time of delivery, shipping and terms of payment as well as names of goods, quality, specifications, prices, quantity, packing and insurance. Secondly, the validity period is indispensable to a firm offer. In other words, a firm offer will lose its binding force if it goes beyond the validity date.

A quotation or an offer may contain the following points.

(1) In the first part, you acknowledge the enquiry and thank for the buyer's interest in your products.

(2) In the middle part, you tell the situation of your stock and state all the terms and conditions in a complete, clear and definite way. In case of a firm offer, the validity must be exactly stated.

(3) In the last part, you should express your hope that the quotation or the offer will be to the correspondent's satisfaction and accepted.

Sometimes, with a view to expanding export trade, the sellers may make offers or quotations voluntarily according to the conditions, even though no enquiries are received from abroad. When the buyer initiates the offer to the seller, it is called a bid.

A counter-offer is an offer made in response to a previous offer by the other party during negotiations for a final contract. In other words, when a buyer rejects a quotation or other offer, or finds part of the offer unacceptable, he proposes amendments on the terms of the original offer and raises new ones in his counter offer. Making a counter-offer automatically rejects the prior offer. Usually, a counter-offer covers the following points.

(1) Thank the offeror for his offer.

(2) Express regret at inability to accept the offerors'offer.

(3) State reasons for non-acceptance.

(4) Make a counter-offer.

(5) Urge the offeree to accept the counter-offer.

Specimen Letters

1. Quotation for Flying Pigeon Brand Bicycle and the Buyer's Counter Offer

1) Quotation for Flying Pigeon Brand bicycle

Dear Sirs,

We thank you for your letter of 8th June, enquiring for Flying Pigeon Brand bicycle.

We are exporting bicycles of various brands among which Flying Pigeon and Forever brand are most famous. They are in great demand abroad and our stocks are running down quickly. They are popular not only for their light weight, but also for the reasonable prices. We are confident that once you have tried our bikes you will place repeat orders with us in large quantities.

Based on your requirement, we are quoting as follows:

Flying Pigeon Brand Bicycles:

20″	Men's Style	at US $20 per set
20″	Women's Style	at US $22 per set
26″	Men's Style	at US $22 per set
26″	Women's Style	at US $25 per set

Payment Terms: By L/C at sight to be opened through a bank to be approved by the sellers.



Shipment: September, 2010, provided the covering L/C reaches the sellers by the end of this year.

The above prices are understood to be on CIF New York basis. Please note that we do not allow any commission on our bicycles, but a discount of 3% may be allowed if the quantity for each specification is more than 1 000 sets.

The above quotation is made without engagement and is subject to our final confirmation.

Meanwhile, we would like to take this opportunity to introduce to you our Forever Brand bicycles which enjoy the same popularity as Flying Pigeon Brand. Enclosed please find a copy of our illustrative catalogue which will give you all the details. We hope you will find them interesting and let us have your orders.

We look forward to your early reply.

Yours faithfully,

2) The buyer's counter offer to the above letter

Dear Sirs,

We have received your letter of 18 June, 2010, quoting us Flying Pigeon Brand bicycle. Thanks.

We have been very pleased with your product as you know. However, we would not accept your quotations unless you can grant us a discount of 5%.

In view of our long-standing business relationship, we make you such a counter, if you can see your way clear to meet these figures we would be pleased to place with you an order that will carry us for the rest of this year.

Please inform us of acceptance at your earliest convenience.

Yours faithfully,



2. Quotation for Leather Handbags and the Buyer's Counter Offer

1) Quotation for leather handbags

> Dear Sirs,
>
> We thank you for your letter dated April 8 enquiring for leather handbags. As requested, we take pleasure in offering you, subject to our final confirmation, 500 dozens of deer skin handbags style No. MA 186 at $125.00 per dozen CIF Hamburg. Shipment will be effected within 20 days after receipt of the relevant L/C issued by your first class bank in our favor upon signing Sales Contract.
>
> We are manufacturing various kinds of leather purses and waistbelts for exportation, and under separate cover, a brochure of products has been sent to you by airmail today. We hope some of them would meet your customers' taste and need.
>
> If we can be of any further help, please feel free to let us know. You may rest assured that any enquiry from you will meet with our careful attention.
>
> Yours faithfully,

2) The buyer's counter offer

> Dear Sirs,
>
> We acknowledge the receipt of both your offer of June 3rd and the brochure of your leather purses and waistbelts, thank you for these.
>
> While appreciating the good quality of your products, we find your price is too high for the market we wish to supply.
>
> We also have to point out that the leather handbags are available on our market from several North America manufacturers, all of them are at prices from 15% to 20% below yours.
>
> Such being the case, we have to ask you to consider if you can make reduction in your price, say 15%. As our order would be worth around Stg. 50 000, you may think it worthwhile to make a concession.
>
> We await with keen interest your rapid reply.
>
> Yours faithfully,



3. Firm Offer for Shoes

Dear Sirs,

Thank you for your enquiry of March 6 regarding our Man's Casual Shoes. Considering our long business relations, we would like to make you special offer as follows.

Commodity: Hiking Brand Man's Casual Shoes
Specifications: Brown Rubber Soles, Black Cotton Uppers
Sizes: Large 45%, Medium 55%
Packing: Each pair in a poly bag, two dozens to an enforced carton
Quantity: 100 dozen
Price: US $4 500 each dozen CIF New York
Shipment: April/May 2006
Payment: By Confirmed Irrevocable L/C Payable at sight
This is our firm offer, subject to your immediate acceptance.

We await your reply in cable.

Yours faithfully,

4. Firm Offer for Raincoats

Dear Sirs,

Thank you for your enquiry of March 22, and we take pleasure in quoting the price as shown in the following firm offer delivered today subject to acceptance by 5 p.m. on April 5th.

Please note this offer is firm. We are unable to entertain any counter offer. We quote as follows.

Commodity: Rainbow raincoat
Quantity and price:

50 men's large-sized coats	$12.20 each	$610.00
100 men's medium-sized coats	$11.20 each	$1 120.00
100 men's small-sized coats	$10.20 each	$1 020.00
100 women's medium-sized coats	$11.50 each	$1 150.00
100women's small-sized coats	$10.50 each	$1 050.00
Total price		$4 950.00

Less 11% trade discount	$544.50
Net price	$4 405.50

Shipment: within 2 weeks after receiving order

With the approach of the rain season, there has been an increasing demand for high quality raincoats. As regards "Rainbow" rainwear, it is not only lightweight but creaseless on its inside surface because of special treatment. "Rainbow" raincoats are made from very best quality material and can be supplied in a range of designs and colors wide enough to meet the requirements of a fashionable trade such as yours.

We trust you will take advantage of this seasonal opportunity and favor us with an early reply.

Yours faithfully,

5. The Sellers' Counter Offer

Dear Sirs,

In reply to your letter of June 8 requesting a 7% allowance, we regret we find it very difficult to comply with.

You say you can get shoes of the same quality at much lower prices, but we are sure that our products are far superior in quality to any other shoes of the same price level. In actuality, the prices we quoted are closely calculated. Thanks to the high quality, considerable business has been done with many customers in other markets at these prices. You will be convinced of the reasonableness of our offer through a fair comparison of quality between our products and similar products from other sources. Therefore, considering the quality of the goods offered we do not feel that the prices we quoted are at all excessive, but bearing in mind the special character of your trade and the good and longstanding business relations between us, we have decided to offer you a special discount of 3% on an order amounting to $10 000 or over.

If you find our proposal acceptable, please let us have your order at an early date. We assure you that we always do our utmost to execute your order to your complete satisfaction.

Yours faithfully,



Notes

1. offer n. 发盘，又称为报盘、报价。报盘是对询盘的回复，是卖方按其所述条款供应货物。在报盘中，卖方不仅报出他想要销售的货物的价格，还要报出其他交易条款，如付款条件、交货日期等，以供买方考虑。通常和介词 for、of 或 on 连用

   (1) to make/give sb. an offer for/on sth. 向某人报某物

   Please make us an offer CIF London for/on 20 metric tons of Brown Cashmere.请向我们报 20 公吨棕色 Cashmere 羊毛 CIF 伦敦价。

   “对……的报盘”还可以说成 offer of sth.

   We are studying your offer of 2 000 kilos Black Tea.
   我们正在研究你方 2 000kg 红茶的报盘。

   offer vt, vi.

   to offer sb. Sth. 向某人报……

   We can offer you wood pulp at attractive prices.我们能向你方报出具有吸引力的木浆价格。

   We hope to be able to offer you firm some time next week.我们希望能于下周某天向你方报实盘。

   We can offer motorcycles of various brands.我们能报各种品牌的摩托车。

   Please offer as soon as possible.请尽早报盘。

   We are glad to offer you 500 sets of HP ink-jet printers at US$··· per set CIF Ningbo, for shipment during March 20__.我们很高兴向你报 500 台惠普喷墨打印机，每台……美元，CIF 宁波，20__ 年 3 月份装运。

2. firm offer 实盘。发盘人有肯定的订立合同的旨意，一旦发盘人在有效期内表示完全同意，交易即达成

3. non-firm offer 虚盘。发盘人没有肯定的订立合同的旨意，如发盘内容不明确、发盘主要内容不完备、发盘不是最终的等，这种发盘对发盘人无约束力

4. bid vt. 出价，投标 n. 出价，投标 v. 支付

5. quotation 报价(只涉及价格)

6. counter offer v. n.还盘，还价。交易的一方在接到一项发盘后，不完全同意时而针对该发盘内容(如价格、支付方式、转运期、付款方式等)提出修改建议

   counter- 表示方向相反、相对的意思，再如：

   counter-sample 对等样品

   counter-signature 会签

   counter-trade 对等贸易

   counter-purchase 互购

   counter-attack 反击

   (1) to counter-offer sth. at ··· 对…… 的还盘价格为……

   We'd like to counter-offer 1 000 suitcases at US$95 each FOB Los Angeles.我们愿还盘 1 000 个手提箱，每个 95 美元洛杉矶船上交货价。

We'd like to counter-offer 50 euros.我们还价50欧元。

(2) to make a counter-offer for sth. at … 对……还盘，价格是……

Now we'd like to make you a counter-offer for 50 tons of rice at … per ton CIF Shanghai.现在我们向你还盘50吨大米，每吨……CIF到上海价。

7. in view of 鉴于，由于

In view of the rising tendency in the present market, we'd recommend that you accept our offer.鉴于目前市场的上涨趋势，我们建议你方接受我们的报价。

In view of what you said, I think we should reconsider our proposed course of action.鉴于你所说的，我认为我们应该重新考虑我们提出的行动措施。

8. as requested 根据要求

As requested, we have changed the color of the sample and are now sending you a new piece for your study.根据要求，我们修改了样品的颜色，现寄去新样品一份，供你研究。

We're sorry that we can not reduce the price as requested.很抱歉我们不能按你们的要求降低价格。

9. quantity n. 数量

The minimum quantity we require is 60 M/T. 我们所要的最低数量是60公吨。

a large quantity of = large quantities of 大量的

We know that you are in need of a large quantity of peanuts.我们知道你们需要大批量的花生。

in (large) quantities 大量的(地)

Chain stores usually make purchases in large quantities.连锁店通常大批量进货。

10. provided 只要，以……为条件

11. covering 附加说明的，前面提到的

12. in one's favor 有利于某人，对某人有利，(信用证等)以某人为受益人，(开)给某人

13. effect v. 实现，完成(装运，投保等)

14. stg. sterling 的缩写。n. 英国货币(尤指英国基本货币单位英镑), 标准纯银

15. make a concession 作出让步

16. subject to …以……为准，以……为条件

to 是介词，后接名词或动名词

This offer is subject to our final confirmation.此报盘以我方最后确认的为准。

This offer is subject to your reply reaching us before March 20.此报盘以你方答复在3月20日前到达有效。

an offer subject to our final confirmation 就是报盘人想留有余地，不想一锤定音，即过去所说的“虚盘”。类似说法还有：

We are offering without engagement the following goods.我们向你报下列产品，该报盘无约束力。

Our offer is subject to alterations without prior notice.我们的报盘在不通知你方的情况下可以修改。

Our offer is subject to prior sales.我方对该报盘保留先卖权。



17. This offer is firm subject to your reply reaching us not later than the end of this month.
    此报盘以你方答复在本月底前到达有效。
    表示报盘有效期的说法通常有：
    The offer is firm/good/open/valid/effective for three days. 此报盘有效期为 3 天。
    The offer is firm/good/open/valid/effective until …本报盘有效至……
    Our offer remains open for three days only. Please act quickly.本报盘有效期只有 3 天，请赶快行动。
    How long do you usually keep your offer open? 你们报盘的有效期通常为多长？
18. take this opportunity to do sth. 借此机会做某事
    We'd like to take this opportunity to express our thanks for your close cooperation.我们愿借此机会感谢你们的密切合作。
    We'd like to take this opportunity to inform you that the required samples were airmailed to you today.我们愿借此机会通知你们，索要的样品于今日空邮给你了。
19. superior adj. 比……好的，高的，优的
    We can assure you that the quality of our goods is superior to any other similar products available on the present market.我们可以保证我们货物的质量比现今市场上可以买得到的同类产品都要好。

Supplementary Reading

Useful Sentences

1. We offer you firm subject to reply by 5 p.m. our time, Monday, July 10.
   我方向你方报实盘，在我方时间 7 月 10 日星期一下午 5 时以前答复有效。
2. We offer you firm subject to reply here by 11 a.m., Tuesday our time.
   我方向你方报实盘，在我方时间星期二上午 11 时以前回复有效。
3. We offer you firm subject to your reply here within one week from today.
   我方向你方报实盘，在自本日起一周之内你方回复有效。
4. We are ready to sell …
   我方准备卖……商品。
5. We offer …subject to our final confirmation.
   我方报盘……(各项交易条件)……以我方最后确认为准。
6. We make you an offer subject to the goods being unsold.
   我方向你方报盘，以未售出为准。
7. We submit you this offer subject to prior sale.
   我方向你方报盘，以先售为条件。
8. We offer you subject to change without notice.
   我方向你方报盘，此报盘如有变化不另行通知。
9. This offer must be withdrawn if not accepted within 5 days.
   此盘 5 日内不接受，就撤销。

10. We will keep this offer open up to the end of this month.
    我方保留该报盘至本月底。
11. If you can raise your order to 1 000 dozen, we can offer you a price of CIF U.S.$30 per each.
    倘若贵公司能提高订购的数量到 1 000 打，我公司就能提供每样 CIF30 美元的价格。
12. Unfortunately, we cannot accept your offer. Your prices are prohibitive.
    遗憾，我们不能接受你方报盘，你方价格过高，不敢问津。
13. Your offer dated … is very attractive. However, the quantity offered is too small to satisfy our requirements. Would you be able to process a big order for a quality of … item No. …?
    贵公司……月……日所寄来的报价单很有吸引力，然而，供应量太少，无法满足我们的需要量。不知贵公司能否生产品目第……号，质量……的较大订单。

Exercises

I. Fill in the blanks with prepositions and then translate the following into Chinese.

(1) We can not accept fresh orders_____ account of heavy commitments.

(2) You may avail yourself _____ the advantage of this strong market if you accept our offer immediately.

(3) The buyer made a bid _____ RMB￥2 000 per ton _____ wheat.

(4) In international market crude oil is customarily priced_____ U.S. dollars.

(5) Previous _____ the signing of the contract, there had been fierce arguments.

(6) As we have cut our price to 20 dollars per dozen, we regret being unable to accept your request _____ further reduction.

(7) Material of similar products is easily obtainable _____ a much lower level.

(8) ______ request, we take pleasure ______ sending you herewith a copy of our illustrated catalogue.

(9) We have cut our price to the limit. We regret, therefore, being unable to comply ______ your request for further reduction.

(10) Since considerable business has been done ______ this price, we trust that it will also be acceptable ______ you.

II. Fill in the blanks of the following letter.

Dear Sirs,

In ______ with your request of June 10th, we are ______ to send you, under separate cover, a copy of our catalogue together ______ the revised price-list, showing the ______ price of our supplies.

The catalogue ______ illustration and descriptions of the large varieties of cameras made ______ Japan. We ask you to compare our prices ______ those of other company. We are confident that you will appreciate the special value we offer you.



We should esteem and give very careful ______ to any orders received from you.

Yours faithfully,

III. Choose the appropriate words to fill in the blanks.

Line, offer, reduction, quote, by return, discontinue, covering, decline, withdrawn, increasing

(1) Unless you see your way clear to grant us an additional reduction in price, we may have to ______ our business with you.

(2) It is regrettable that we have to ______ your counter offer.

(3) In reply to your letter of quotation, we regret very much to say that our customers here find your price rather on high side and out of ______ with the prevailing market level.

(4) As you see, the market is firm with an upward tendency. Such being the case, there is much likelihood of price ______ in the near future.

(5) Considering our long-standing friendly business relationship, we can allow you ______ of 4% in our price.

(6) Please ______ us your lowest prices for both men's and women's winter jackets.

(7) Please ______ us 500 glass vases CIF Dalian, China.

(8) Enclosed please find our quotation sheet ______ different sizes and colors of our banners.

(9) The offer is to be ______ if not accepted by the end of this month.

(10) Please let us know ______ the lowest prices at which you can execute this order, CIF Boston.

IV. Choose the right words to complete the sentences.

(1) _____ we appreciate your counter-offer, we find your prices too low to be acceptable.

A. Meanwhile B. While C. However D. Whether

(2) Please send us as soon as possible samples of the following goods _____ listed in your current catalogue.

A. which B. as C. what D. for which

(3) Many features of this mobile phone, including fashionable functions, _____ its great success only shortly after it was launched.

A. counted B. accounted C. accounted for D. accounted to

(4) _____ the heavy demand for this line, we advise you to send orders as soon as possible.

A. With view to B. In view of C. With the view of D. In the view of

(5) _____ the large quantity of our order, you should offer us a better price.

A. Give B. Giving C. To give D. Given

(6) We assure you _____ the goods can be supplied from stock _____ you order early.

A. that, whether B. that, if

C. whether, if D. if, that



(7) Prices of raw materials _____ steeply since our contract of September 7.

A. rose　　B. have risen　　C. have raise　　D. to have risen

(8) We _____ allow you a 3% quantity discount(折扣)if your order exceeds 2 000 dozen.

A. are prepared　　B. are prepared to　　C. will be prepared　　D. will prepare

(9) Only _____ reducing the price by 6% _____ come to business.

A. by, we can　　B. in, we can　　C. on, can we　　D. by, can we

(10) We are in receipt of your letter dated Jan 8, _____ we are pleased to learn that you want to order 100 tons of the subject goods.

A. in which　　B. from which　　C. to which　　D. at which

V. Translate the following into English.

(1) 我们确认已向贵方报出下列商品实盘，在 9 月 20 日前回复有效。

(2) 获悉你的市场对核桃有很大需求，兹附上第 6868 号报价单供参考。

(3) 你方 6 月 3 日来电要求我们报第 33 号毯子。现确认我方于 6 月 6 日向你方报盘如下，该盘不受约束。

(4) 贵方 7 月 9 日来函收到，谢谢。很遗憾，贵方价格偏高，无法成交。

(5) 感谢贵方 7 月 10 日的询问，我方很高兴以每台 110 美元的报价供应 50 台扫描仪。

(6) 获悉贵方认为我们降价之后的报价仍然太高，我们感到很遗憾。无论如何，在不牺牲产品质量的条件下，我们尽了最大努力，以尽可能低的价格向贵公司报价。

(7) 为了弥合双方的差距，我们已经修改了部分条款。

(8) 我们双方坚持自己的价格都是不明智的。我们能否折中一下，以便达成协议？

(9) 你方的要求是难以接受的，因为考虑到商品质量，这是我们的最低价。

(10) CD 随身听(Discman)商品竞争非常激烈，我方还盘是以现行市场价格为基础的。

VI. Translate the following into Chinese.

(1) We are sorry that we are unable to entertain any counter offer, for this offer is firm, subject to the receipt of reply by us before May 8th.

(2) With regard to the minimum quantity of 10 000 yards per design which you asked for in your cable, we have to point out that in your previous letter of 20th March the minimum was 8 500 yards.

(3) The respective quantities are quoted on the basis of CFR Port Copenhagen. This offer is subject to our final confirmation. As to the relative samples, we have dispatched them to you by separate airmail.

(4) We must stress that this offer is firm for 5 days only because of the heavy demand for the limited supplies of this velvet in stock.

(5) Confirming our telephone conversation this morning, we can offer you the rice of 400 lbs, at the special price of $80 per lb., CIF London.

(6) The Chinese velvet curtains are of good quality and have fine workmanship and look good. They are moderately priced, which is known to all.

(7) All the prices quoted are on CIF basis without commission.



(8) We are in a position to offer you 1 500 tons of Canada Oats at the price of USD400 per ton for prompt delivery.

(9) We have learned that you are well experienced in selling cosmetics and have pleasure in dealing with you. However, we cannot afford the high advertising expense you have proposed.

(10) You take 5% off the original offer and I add 5% on the counter offer. In this case, we may conclude the business.

VII. Translate the following sentences into English orally.

(1) Our offer is subject to the goods being unsold.

(2) We shall be obliged if you will give our enquiry careful attention.

(3) As the selling season is drawing near, please let us have your offer without any delay.

(4) As requested, we are sending you under separate cover a tea set.

(5) The offer is valid for 3 days.

(6) In the meantime, we are glad to make you a most competitive offer for … as follows.

(7) In order to meet your demand, we would recommend an excellent replacement.

(8) If you are interested in our quotation, please let us know.

(9) Can you tell us how much you have in supply at the moment?

(10) If you can supply the goods as required, please make us a best firm offer.

VIII. Writing.

Write a letter for a curtain material manufacturer, with a quotation enclosed therein, giving favorable comments on the goods offered and recommending their client's acceptance.

Unit 4

Orders & Acknowledgements

OBJECTIVES

- Understanding and writing the letters connected with orders and acknowledgement
- Reading and understanding the relative documents

REQUIREMENTS

- Knowing what are mainly included in order letters and how to confirm them
- Grasping the usual usage of professional expressions and sentences
- Grasping the professional terms of order



Introduction

What is an order? When you go to a shop, you ask the tailor or dressmaker to make you a coat or a dress according to your measurement. That's an order.

It is rather complicated in international trade. Going through enquiry and quotation and many a round of offer and counter offer, both parties come to an agreement and the buyer places an order with the seller. Up to then, business reaches the most important stage. An order is a written notification of purchase from buyers to sellers, demanding sellers to supply the goods or services in accordance with the order. Nowadays, many big companies use official printed order forms, which save time and ensure that no information be ignored. Still there are companies, small companies particular, who place orders in the form of letters. An order becomes legally binding upon either party after confirmation and later serves as the basis to open a credit letter on. Accuracy is essential in the placing of an order, for any error can bring about unexpected trouble which is irrecoverable later. See to it that the language used in an order letter is definite, exact and simple.

Seller should acknowledge the receipt of order in written form without delay, no matter he or she accepts or rejects them.

Specimen Letters

1. Order of Pillowcases and the Seller's Acknowledgement

1) Order of pillowcases

Dear Sirs,

Re: Our Order No.1

Please forward the following merchandise to us:

Quantity	Pattern No.	Catalogue No.	Prices
800 pillowcases	16	31	US $1.65 each
700 pillowcases	21	37	US $1.75 each

(All the prices are FOB Shanghai)

Delivery: During September

Payment: By L/C to be opened in accordance with our agreement

Packing: Usually packing in strong bales, with gunny bag cover and waterproof material.

Please acknowledge this order immediately on receipt and inform definite delivery date. This order is of no avail if it is not signed by a responsible person of our firm.

Yours faithfully,
(signature)
Mark Smith

2) the seller's acknowledgement

Dear Sirs,

Thank you for your Order No.1 for pillowcases and assure you that all the items you required are in stock. We are happy that you become one member of our customers.

We confirm with you the following order for the pillowcases at the prices stated in your letter of March 2nd, 2009:

<u>Our Order No.1</u>

Quantity	Pattern No.	Catalogue No.	Prices
800 pillowcases	16	31	US $1.65 each
700 pillowcases	21	37	US $1.75 each

(All the prices are FOB Shanghai)
Delivery: During September
Payment: By L/C to be opened in accordance with our agreement
Packing: Usually packing in strong bales, with gunny bag cover and waterproof material

For the above order, we enclose our Purchase Confirmation No.216 in duplicate. Please sign and return one copy for our file at your earliest convenience.

We are expected to arrange the establishment of the relative Confirmed Irrevocable Letter of Credit through the bankers and you should inform us by fax as soon as it is opened.

We thank you again for the above order and hope that this will lead to an enduring cooperation between us.

Yours truly,



2. Order of Tea and the Sellers' Acceptance

1) Placing an order of tea

> Dear Sirs,
>
> Thank you for your speedy samples, along with the quotation for your tea of October 5th.
>
> We have made selections from the samples you sent on October 30th. We found the quality of the tea meets our requirement and we take pleasure of placing you the order as follows, which we commend to your immediate and best attention:
>
> 200 kilograms Xihu Dragon Well tea
> 300 kilograms Shifeng Dragon Well tea
>
> As it is the first time for your goods to be introduced here, we think the relative literatures may help promote the sales. Hope you will send us them at your earliest convenience.
>
> We shall be appreciated if you kindly let us have the shipping advice immediately after you effect shipment.
>
> Our order is subject to your acceptance of our usual terms of payment, viz.30 days after sight. If this first order proves satisfactory, we shall be happy to place further orders with you.
>
> Yours faithfully,

2) the seller's acceptance

> Dear Sirs,
>
> We thank you very much for your kind order for our tea which we have received. It has our immediate and careful attention.
>
> You may rest assured that the tea under the order has been carefully packaged in chest to prevent damage in transit. We shall send you the shipping advice and the invoice at the time of shipment by this May.
>
> The terms of payment you suggested are acceptable, and you may rely on us to give all your orders prompt attention.

Since it is the best season for tea, we hope you make full use of the opportunity. I am sure you will be pleased to collect good comments on our tea from your consumers, and build up a market for the product in your country.

We hope this will lead to more considerable orders.

Yours faithfully,

3. The Sellers' Rejection

Dear Sirs,

Order No.123

It is appreciated that you handed us your order No.123 for 2 500 women's shirts.

However, we are sorry that we are fully committed with contract orders because the sales season for women's shirts is coming. As it is the case, we have no other alternative but to decline your order of this time. But we assure you that your future favors and orders will have our immediate attention.

We are always at your service.

Yours faithfully,

4. The Seller Offering Substitute

Dear Sirs,

Thank you for your letter dated March 15th, 2005, ordering 10 000 pieces of Rainbow Raincoat Mode 2.

We regret that we can no longer supply the said raincoats, which are out of production. In their place we would like to offer our Rainbow Raincoat Mode 3. This is our new design, made of light, durable and waterproof material. The quality of this article is excellent, but the price is 5% lower. The large number of repeat orders we regularly receive from leading distributions is a clear evidence of the widespread popularity of Rainbow Raincoat Mode 3.



Full details of our export prices and terms of business are enclosed with this letter. Our illustrated catalogues and sales literature are being sent by separate cover.

You can be sure of our immediate attention to your order, which we are looking forward to receiving.

Yours faithfully,

Relative Documents

1. Sales Contract

Sellers: Contract No: 2009GR-6320

Date: Dec 5th, 2009

For account of: ________________

Buyers: Fax: ____________

This Contract is signed by and between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated below.

(1) Name of commodity and specifications, quantity, unit price and total value:

Name of Commodity and Specifications		Quantity	Unit Price Amount	
FUSED SILICA GRADE 1				CFR HAMBURG
Lot No.: 031103				
Specifications:			USD504/MT	USD20160
SiO_2	99.99% min			
Al_2O_3	300ppm max			
Fe_2O_3	50ppm max			
Na_2O	40ppm max			
K_2O	0.5ppb max	Shipment 5% more or less at seller's option		
Size: 0.5～10mm 90% min				

(2) Total Value of Contract：

Say U.S. Dollars

(3) Packing：

In 1MT big bag with two layers and bottom discharging spout and then 2 big bags on one pallet

(4) Shipping Mark：

FUSED SILICA (LU)

GR-MW

Lot No.：031103

(5) Port of shipment：Xingang, P.R. China

(6) Port of destination：Hamburg, Germany

(7) Time of shipment：May/June, 2009

(8) Insurance：To be covered by Sellers

(9) Terms of payment：CFR Terms

① The carrying vessel shall be provided by the sellers, with partial shipment and transshipment allowed.

② After loading is completed, the Seller shall advise the Buyers by telex or fax of the contract number, name of commodity, quantity, name of the carrying vessel and date of shipment.

(10) Claims：In case of quality discrepancy and /or quantity discrepancy, claims shall be lodged by the Buyers within 15 days after arrival of the goods at the port of destination. It is understood that Sellers shall not be reliable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, and other transportation organization /or Post Office are reliable.

(11) Force Majeure：The Sellers shall not be held responsible if they, owing to Force Majeure cause of causes, fail to make delivery within the time stipulated in the Contract or cannot deliver the goods, however, in such a case, the Sellers shall inform the Buyers immediately by telex or fax and, if it is requested by the Buyers, shall also deliver to the Buyers by registered post a certificate attesting the existence of such a cause or causes.

(12) Arbitration：Any dispute arising from the execution of, or in connection with, this Contract should be settled through negotiation. In case no settlement can be reached, the case shall then be submitted to China International Economic and Trade Arbitration Commission Beijing, for settlement by arbitration in accordance with the Commission's Provisional Rules of Procedure. The award rendered by the Commission shall be final and binding on both Parties.

(13) Effectiveness of the contract：This contract shall include two pages and come into force after the authorized signature by the Buyers and Sellers on the second page.

Sellers: Buyers:



2. Purchase Order

Jinhe Cereals, Oils & Foodstuffs Imp.&Exp. Corp.

203, Shiqing Rd. Jinshi, China

Tel：(86)······ Fax：(86)······

Purchase Order No.111

We confirm our agreement on purchase of the following goods.

Description： A1 Grade Canned Mushroom of the following six qualities：

A.6×68 oz. Stem & Piece B.24×16 oz. Button Slice

C.42×16 oz. Whole Slice D.24×8 oz. Button

E.48×4 oz. Whole F. 48×4 oz. Stem & Piece

Quantity： (Case)

A. 1 500 B. 1 000

C. 2 500 D. 2 000

E. 1 000 F. 1 200

Packing： By standard export case of 120 cans each.

Unit Price： CIF net New York per case in U.S. dollars

A.12.80 B. 13.50

C.13.40 D. 12.90

E.12.80 F. 11.20

Payment： 100% by irrevocable L opened immediately through First National City Bank, N.Y. and drawn at sight

Delivery： For Items A to D：Prompt shipment

For Items E and F：One month after receipt of L/C

Shipping Marks： On each and every case, the following shipping mark should be stenciled



SEATTLE

No.1—UP

Remarks：

(1) Sample cans of each quality to be air-freighted to us for approval.

(2) In addition to the ordinary shipping documents, please also submit a Certificate of Origin for each shipment.

Notes

1. order　n. 订单
   place an order with…　向……下订单
   place a regular order with…　与……定期订购
   repeat order　续订单，重复订货
   trial order　试订单
2. acknowledgement　n. 回执；回信；承认，确认
3. merchandise　n. 商品
4. pillowcase　n. 枕套
5. bale　n. 大包
6. gunny　adj. 粗麻布的
   gunny bag　麻袋
7. waterproof　adj. 防水的
8. responsible　adj. 负责的
   responsible person　负责人
9. in stock　有现货
10. purchase confirmation　购买确认书
11. speedy　adj. 迅速的，快速的
12. selection　n. 挑选，选择，精选
13. as follows　如下，下列
14. sales literature　(没有复数形式)文字说明；商业文字宣传品的总称
15. sales　销售量；销售额；销售的
    sales season　销售旺季
16. 30 days after sight　见票30天付款
17. attention　n. 注意；从事；处理
18. You may rest assured that…　请放心……
19. prevent　vt. 防止，阻止
20. transit　vt. 运送，运输，运转
21. acceptable　adj. 合意的，可接受的，受欢迎的
22. rely on　依赖，依靠
23. comment　n. 评论，评语
24. consumer　n. 消费者
25. build up　n. 变得更大/更多/更强
26. substitute　n. 替代品
27. supply　vt. 供应，提供；满足需求
28. the said raincoat　上述商品(雨衣)
29. in place of　替代
30. be made of　由……构成
31. illustrated catalogues　附有插图的目录



Supplementary Reading

1. Useful Sentences

(1) It is appreciated that you handed us your order No.123 for 2 500 women's shirts. Enclosed is a copy of our Sales Contract No.45.
非常感谢贵方向我们订购 2 500 件女士衬衫的 123 号订单。随信附上我方的 45 号销售合同一份。

(2) Referring to your letter of January 15th , we shall be obliged you will forward to us the following at an early date.
已获悉贵方 1 月 15 日来信，如能及早发送以下货物将不胜感激。

(3) We are glad to confirm your order which we have accepted on the terms.
我方很高兴确认贵方的订单并已接受贵方的条件。

(4) We are pleased to enclose Order No.AC-13 in duplicate for 10 sets of Epson printing machines.
很高兴随信附上一式两份的 AC-13 号订单，订购 10 台 Epson 打印机。

(5) We are regretful that we are unable to accept your order at the prices we quoted six months ago.
非常抱歉我们不能按 6 个月前的报价接受贵方的订单。

(6) Thank you very much for your order, but we are sorry that we are fully occupied with contract orders. As it is case, we have no other alternative but to decline your order of this time. But we look forward to your future favors and attention.
十分感谢贵方的订单，但我们很抱歉，我们目前的合同已满。鉴于此，我们不得不婉拒贵公司的订单，并期待着您今后的惠顾。

(7) As we find both quality and price satisfactory, we place an order with you for the following.
由于我们对质量和价格都满意，现就以下货物向你方订货。

(8) We are always at your service.
本公司随时为您服务。

(9) We are arranging for dispatch next month, and we feel sure that you will be satisfied with the goods.
我们正在安排下个月的装运，并相信贵方一定会对我们的商品感到满意的。

(10) We assure you that this order and further orders shall have our immediate attention.
我们保证此次订单和以后的订单均会得到立即处理。

(11) We shall effect shipment on receipt of your order.
收到贵方订单后我们将即刻安排发货事宜。

(12) Your order of any time shall have our best and immediate attention.
贵方任何时候的订货都将得到我们全力而迅速的办理。



(13) If you should place us your order, we shall do our best to execute them to your satisfaction.
如果贵公司惠赐订单，我们将竭尽全力，保证令你方满意。

(14) Kindly forward us 600 bed sheets in accordance with your samples.
请按照贵公司提供的样品给我们寄送 600 条床单。

(15) We take much pleasure in placing an order with you as follows.
我们非常高兴向贵公司订购下列产品。

2. The Contents of An Order

There is no need of social complimentary remarks. All essential details should be listed separately for easier check. An order may cover accurate and full descriptions of the following specifics.

(1) Name of goods, catalogue No. and sample No.

(2) Price of goods, including unit price, total value.

(3) Quality requirement, grade, model name/number and speciation.

(4) Quantity of goods.

(5) Origin and material.

(6) Weight, dimensions, color and pattern.

(7) Packing and marking.

(8) Terms of payment.

(9) Delivery requirement, including place, date, mode of transport, whether the order will be carriage paid or carriage forward, etc..

(10) Documents, such as Bill of Lading, Commercial Invoice, Insurance Policy.

(11) Special features and others, for example, alternatives if exact goods required are not available.

Once accepted, the order will be legally binding and require both parties to honor their agreement. The seller should prepare the goods and deliver them exactly in accordance with the order. If the goods are found substandard products, the buyer can demand either reduction in price, a replacement of the goods, or cancellation of the order even a claim to damages. On the other hand, the buyer should accept the goods supplied if they are up to the standard as the order states, pay for the goods within the agreed time and let the seller know the faults in good time if discovering there is any.

An order should be acknowledged in good time. If the seller accepts it, he had better make a repeat of the terms and remember to deliver his good will in the closing section.

Praising that the order is wise one, thanks to a longtime customer for his repeat patronage and a hearty welcome to a new customer are important. If the seller declines the buyer' order, utmost care should be taken when writing a rejection so as to cause no harm to future business.



Exercises

I. Choose the best answer to complete each of the following sentences.

(1) We confirm exchange of letters______the subject article.

A. to regard　　B. regarded　　C. regarding

(2) We are pleased to______business only on these terms.

A. transact　　B. transaction　　C. transacting

(3) ______is our Sales Confirmation in duplicate, a copy of which please sign and return to us for our file.

A. Enclose　　B. Enclosed　　C. Enclosing

(4) We look forward to______your further order.

A. receiving　　B. receive　　C. hearing from

(5) We believe such an arrangement will prove______.

A. satisfaction　　B. satisfactory　　C. satisfied

(6) We hope the goods will give you every ______.

A. satisfying　　B. satisfactory　　C. satisfaction

(7) Your offer is not______to us.

A. interested　　B. interest　　C. interesting

(8) The quality of the goods does not______us.

A. interest　　B. interesting　　C. interested

(9) Much to our______, we can not at present take any fresh orders for our shoes.

A. regretting　　B. regrettable　　C. regret

(10) As soon as we are______a position to accept new orders, we will contact you immediately.

A. at　　B. on　　C. in

II. Choose the appropriate words to fill in the blanks.

Prices, of, stock, place, against, acceptable, with

Dear Sirs,

Thank you for your letter______April 12th sending us patterns of cotton prints. We find both quality and______satisfactory and are pleased to give you an order for some items on the standing that they will be supplied from current______at the prices named.

We expect to find a good market for these cottons and hope to______further and larger orders ______you in the near future.

Our usual terms of payment are cash______documents and we hope they will be______ to you.

Please send us your confirmation of sales in duplicate.

Sincerely,

III. Translate the following sentences into Chinese orally.

(1) What is the minimum quantity of an order for your goods?

(2) We are willing to purchase 50 cases of China Tea Sets, provided that you sell them at a price not exceeding RMB 100.00 per set.

(3) Please give this order your prompt attention.

(4) We are arranging for dispatch next month.

(5) As our customers are badly in need of these goods, we hope you will send them at an early date.

(6) If you want to purchase this product, we are able to supply as much as you require.

(7) We'd like to cancel the order for the goods because of the change in the home market.

(8) We cannot meet the demands of the market sufficiently at present.

(9) It is not easy to execute this order in this short time.

(10) Please inform us by return fax whether we may book your order at these revised price.

IV. Translate the following into Chinese.

(1) Please deliver the following goods according to your quotations and samples sent us on June 10th.

(2) The parts supplied must be absolutely airtight, and we place this order subject to this guarantee.

(3) The recent exceptional demand for our fax machines makes it impossible to promise delivery of any further orders before November 30th.

(4) We confirm our telephone conversation this morning and are pleased to enclose our official order form for your cotton.

(5) We place this order on the clear understanding that the consignment is dispatched in time to reach us by May 31th, and reserve the right to cancel it and to refuse delivery after this date.

(6) We have a waiting list of several hundred ladies' umbrellas and can give no guarantee of delivery this month.

(7) As supplies of the item are becoming difficult to obtain, we have no alternative but to decline your order.

(8) As we are unable to promise delivery before the end of September, we feel we must return your order, with our apologies and best thanks.

(9) As you have failed to deliver within the specified time, we have to cancel our order.

(10) The order must be strictly in accordance with the enclosed specifications.

V. Translate the following into English.

(1) 你方报价不切实际，我方客户难以接受，他们已向其他公司订货。

(2) 由于原材料缺乏，制造厂被迫停止接受新的订单。

(3) 我们要说明一下，由于需求过多，我们只能接受 8 月船期的订单。



(4) 如能收到贵方订单，我们将非常感谢。
(5) 我们非常高兴向贵公司订购下列商品。
(6) 请按照贵公司提供的样品给我们寄送 600 条床单。
(7) 贵方任何时候的订货都将得到我们全力而迅速的办理。
(8) 如果贵公司惠赐订单，我们将竭尽全力，保证令你方满意。
(9) 若你方订单量超过 5 000 个，我方可减价 2%。
(10) 市场上供小于求，请速订货。

VI. Translate the following into English.

尊敬的马克先生：

接到你公司 9 月 5 日关于印花 T 恤的订单，我们非常高兴，并且欢迎贵公司成为我公司的客户之一。

你方所订货物我们已安排下周由“公主号”货轮运出。深信你公司收到货物后，定会感到十分满意。

希望这次首批订单将拉开我们双方长期合作的帷幕。

出口部 王黎明

VII. Writing.

Write a letter with the following given particulars.
(1) 确认收到卖方寄来的样品，表示感谢。
(2) 订购 300 件女士羊毛衫，大中小号各 100 件。
(3) 要求迅速发货。
(4) 表明这是一次试订单，如果满意，随后将会定期订购。

Unit 5

Terms of Payment

OBJECTIVES

- Understanding and writing the letters connected with payment
- Reading and understanding the relative documents

REQUIREMENTS

- Getting a knowledge of the relative documents
- Grasping the usual usage of professional words and sentences
- Grasping the professional terms of payment



Introduction

Settlement of the purchase price in foreign trade is realized by collection and payment of foreign exchange. In every contract for the sales of goods abroad, the clause dealing with the payment of the purchase price embodies four elements: time, mode, place and currency of payment.

Terms of payment are different. Terms of payment define the conditions under which the seller and buyer agree to settle the financial amount of the sales contract. The basic points are: method of payment; amount; place and date of payment; method of remittance; cost relating to the payment.

International business transactions are much more complicated than domestic ones. The payment process is much longer, and involves all kinds of risks.

The method of payment for each transaction is to be agreed upon between the two trading parties at the time of placing an order. The most often adopted method of payment in our foreign trade is payment by the letter of credit.

Specimen Letters

1. Buyer Instructs Bank and the Bank's Reply

1) Buyer instructs bank

Dear Sirs,

We enclose an application form for documentary credit and shall be glad if you will arrange to open for our account with your office in London an irrevocable letter of credit for &500 000 in favor of the Urban Trading Company, the credit to be valid until November 30th.

The credit which evidences shipment of 2 000 tons of steels may be used against presentation of the following documents: Bill of Lading in triplicate, one copy of each Commercial Invoice, Packing List, Certificate of Insurance and Certificate of Origin. The company may draw on your London office at 60 d/s for each shipment.

Yours faithfully,

2) The bank agrees to open credit

> Dear Sirs,
>
> As instructed in your letter of May 2nd, we are arranging to open a letter of credit with our office in London in favor of the Urban Trading Company, valid until November 30th.
>
> Please check our enclosed telex opening the credit to ensure that it agrees with your instructions. As soon as the credit is used we shall debit your account with the amount notified to us as having been drawn against the L/C.
>
> We shall see to it that your instructions are carefully carried out.
>
> Yours faithfully,

2. The Buyer Notifies the Seller and the Seller's Reply

1) Buyer notifies seller

> Dear Sirs,
>
> We are glad to inform you that we have opened today an irrevocable L/C No.226311 in your favor for USD 30 000 with Bank of China, (Hong Kong) Limited, …(followed by the address) valid until May 25th, 2005. Bank of China, Beijing Branch …(followed by the address) will be the Advising Bank.
>
> The L/C authorizes you to draw at sight on the Bank after shipment is made. Please present the following documents.
> (1) Signed Commercial Invoice in three originals.
> (2) Packing List in triplicate.
> (3) Full set of Original Bill of Lading showing "to order" and blank endorsed, marked "freight collect" notifying Global Forwarder, 246 Lin Kong Road, Shatin, New Territories, HK SAR, Tel: 23677788, Fax: 23677798.
> (4) Photocopy of Certificate of Origin issued by the public authorities of China.
> Global Forwarder will act as our forwarding agent. They will deal with marking and dispatch shipping instructions. Please contact them about shipping matters and fax us once the goods have been shipped. We shall expect your consignment by May.
>
> Yours faithfully,



2) Seller's reply

Dear Sirs,

We thank you for the L/C for this business, of which we have been notified today by the Bank of China, Beijing Branch.

We are heavily committed for the fourth quarter. But with an eye to our long-term friendly relationship, we assure you the prompt delivery so that these commodities will catch your business season.

Yours faithfully,

3. Exporter Presents Documents

Dear Sirs,

Referring to your advice of May 10th, we enclose shipping documents for the consignment of 2 000 tons of steels to Browning &Sons.

As required by them we have included all charges in our invoice, which amounts to $500 000 and enclosed our draft at 60 days' for this sum. We shall be glad if, after acceptance you will discount it at the current rate and remit the net amount to our account with the Bank of England.

We thank you for your help in this matter.

Yours faithfully,

4. Bank Debits Buyer

Dear Sirs,

As instructed by your letter of May 12th, our London office have just accepted for your account a bill for $500 000 drawn by the Urban Trading Company for the consignment of 2 000 tons of steels to you by m.v. "Star". We have debited your account with this amount and our charges amounting to $500.

The vessel left London on October 3th and it due to arrive in Hong Kong on November 4th. The shipping documents for the consignment are now with us and we shall be glad if you will arrange to collect them.

Yours faithfully,

5. Urging Establishment of L/C

Dear Sirs,

<u>Our Sales Confirmation No. 043 Covering your Order No. 311</u>

Further to our letter of February 2nd urging you to establish the L/C, we are very disappointed to say that we have not received any news from you.

We would like to remind you that it is stipulated in our Sales Confirmation that shipment should be effected during March. The goods concerned have been ready for shipment for quite some time. If we do not receive your L/C by the end of February we are sorry to say we shall not be able to make shipment within the stipulated time.

We hope this matter will receive your prompt attention.

Yours faithfully,

6. The Seller's Request for Amendment of L/C

1) Ask for transshipment and partial shipments

Dear Sirs,

<u>Your L/C No. 8900</u>

We have received the captioned letter of credit covering the shipment of 3 000 tons of steel. On examination, we find transshipment and partial shipment are not allowed.

As direct sailings to your port are infrequent, we have to ship via Rotterdam more often than not. We can expedite delivery if we can ship immediately the goods we have in stock instead of waiting for the whole lot to be completed. As a result,



transshipment and partial shipments are necessary. Therefore, we are asking you to amend your L/C to read "partial shipments and transshipment allowed".

Please confirm the amendments by fax so that we may arrange shipment accordingly. We shall appreciate it if you will modify promptly the L/C as requested.

Yours faithfully,

2) Ask for cancelling manufacturer's certificate

Dear Sirs,

Re: Your Letter of Credit No. 5454

We have received your captioned Letter of Credit among the clause specified in your credit, we find that the following two points do not conform to the relative contract.
(1) Your credit calls for Manufacturer's Certificate, which is not included in the contract. In fact, the contracted commodity is a kind of agricultural product. It is impossible to obtain a manufacturer's certificate.
(2) The contract number is 04/1245 instead of 03/1245.

As the goods are now ready for shipment, you are requested to amend your credit as soon as possible.

Yours truly,

3) Ask for extension

Dear Sirs,

Re：Your L/C No. AG4582

We have received your L/C No. AG4582 for the amount of $ 2 950 to cover your Order No. 860 for 20 metric tons of cotton.

The said credit calls for shipment on or before December 31st. As the earliest steamer sailing for your port is S/S "PEACE" scheduled to leave Shanghai on or about January 3rd next year, it is, therefore, impossible for us to effect shipment at the time you named.

This being the case, We have to ask you to extend the date of shipment to January 15th, under advice to us by fax.

Yours faithfully,

7. Collection

1) Shipping company sends invoice

Dear Sirs,

We enclose our invoice No. 56A/85. Please remit the amount due as per agreement.

Yours faithfully,
Enc.
(Invoice No. 56A/85)

2) Charter's reply

Dear Sirs,

We have received your letter of April 5th enclosing Invoice No. 56A/85 for the freight for 2 000 tons of steels shipped by m.v. Star. The statement has been checked and found correct and we have instructed our banker to make remittance accordingly.

We apologize for the underpayment of US $230.00 on your Invoice No. 65A/85. This was due to a misreading of the amount due. The final figure was not very clearly printed and we regrettably read it as US $8 000.00 instead of US $8 230.00.

Yours faithfully,

8. Requesting Payment by D/P and Reply

1) Requesting payment by D/P

Dear Sirs,

Re：Our order 375 for your Stockings

Further to our letter of June 1st regarding your Stockings, we would like to make



payment on D/P basis.

We propose this method of payment as the value of the order is less than US $ 3 000 and we can save the expense of opening a letter of credit. We believe this will help our sales. We hope you will accommodate us in this respect and agree to our arrangement for payment.

We look forward to receiving your confirmation of our order.

Yours faithfully,

2) Accepting payment by D/P

Dear Sirs,

Re：Your order 375 for our Stockings

We have received your letter of June 7th requesting to make payment by D/P for the captioned goods.

We agree to your proposal. However, we consider it advisable to make it clear that for future transaction D/P can only be accepted if the amount involved is below US $ 3 000 or its equivalent in RMB at the conversion rate then prevailing. If the amount exceeds that figure, payment by Letter of Credit will be required.

We would like to say we extend you this accommodation only in the light of our long business relations. We sincerely hope we can enlarge the business to our mutual benefit.

Yours faithfully,

9. Urging Payment

Dear Sirs,

Account No.8756

Not having received any reply to our E-mail of September 8th requesting settlement of the above account, we are writing again to remind you that the amount still owing is US $80 000. No doubt there is some special reason for delay in payment and we

should welcome an explanation and also your remittance.

Yours faithfully,

Relative Documents

1. Application Form for Documentary Credit

<table>
<tr><td colspan="4">Irrevocable Documentary Credit Application
To:
No.　　　　Date: July 21th,2006</td></tr>
<tr><td colspan="2">Applicant
Tel:
Fax:</td><td colspan="2">Beneficiary(full name, address and tel. etc.)

Tel:
Fax:</td></tr>
<tr><td>Partial shipments
(×) allowed ( )not allowed</td><td colspan="2">Transhipment
(×)allowed ( ) not allowed</td><td>Issued by (×) teletransmission
( )express delivery</td></tr>
<tr><td colspan="2">Loading on board/dispatch/ taking in charge at/from port
Not later than Aug.10, 2004
For transportation to Shanghai, China</td><td colspan="2">Contract No.: SMST/24116
Credit Amount (both in figures and words):
USD________
US Dollars______________________ Only.
Trade Term: ( )FOB (×) CFR ( ) CIF ( ) Others:</td></tr>
<tr><td colspan="2" rowspan="2">Description of goods:
See Attachment</td><td colspan="2">Date and place of expiry: Aug.30th, 2004 China</td></tr>
<tr><td colspan="2">Credit available with
( ) by sight payment
(×) by acceptance
( ) by negotiation
( ) by deferred payment at
against the documents detailed herein
(×) and beneficiary's draft for 100% of invoice value at 90 days after B/L date on issuing bank</td></tr>
</table>

<table>
<tr><td>I Documents required (marked with ×):
1. (×) Signed commercial invoice in 3 copies indicating L/C No. and Contract No. SMST/24116.
2. (×) Full set of clean on board Bills of Lading made out [×] to order/ [ ] to the order of and blank endorsed, marked " freight [×] prepaid/ [ ] to collect showing freight amount" notifying [ ]the applicant./ [ ]</td></tr>
</table>



<table>
<tr><td colspan="2">3. ( ) Air Waybills showing "freight [ ]prepaid/ [ ] to collect indicating freight amount" and consigned to.
4. ( )Insurance Policy/Certificate in 3 copies for 110% of the invoice value showing claims payable in China in currency of the draft, blank endorsed, covering ([ ] Ocean Marine Transportation / [ ] Air Transportation / [ ] Over Land Transportation) All Risks, War Risks. / [ ]
5. (×) Packing list / Weight Memo in 3 copies indicating.
6. (×) Certificate of Quantity/Weight in 3 copies issued by [×] manufacturer/[ ] seller/[ ]independent surveyor at the loading port, indicating the actual surveyed quantity / weight of shipped goods as well as the packing condition.
7. (×) Certificate of Quality in 3 copies issued by [×] manufacturer / [ ] public recognized surveyor. / [ ]
8. (×) Beneficiary's Certified copy of fax dispatched to the applicant within 2 days after shipment advising the contract number, name of commodity, quantity, invoice value, bill of loading, bill of loading date, the ETA date and shipping Co.
9. ( ) Beneficiary's Certificate certifying that extra copies of the documents have been dispatched to the [ ] application. [ ]
10. ( ) Certificate of Origin in copies certifying.
Ⅱ. ( )Other documents, if any：Additional instruction：(marked with ×)
1. (×)All banking charges outside the opening bank are for beneficiary's account.
2. (×)Documents must be presented within 21 days after the date of issuance of the transport documents but within the validity of this credit.
3. ( ) Third party as shipper is not acceptable, Short Form / Blank B/L is not acceptable.
4. ( ) Both quantity and amount more or less are allowed.
5. (×) All documents to be forwarded in one lot by express unless otherwise stated above.
6. ( ) Other terms, if any.</td></tr>
<tr><td>For banks use only
Seal and/or Signature checked by ( )L/C
Margin % checked by ( )
Credit Facility checked by ( )

Ent ( ) Ver ( ) App ( )
Date：</td><td>我公司承担本申请书背面所列责任及承诺，并保证按照办理。

(Applicant's name and signature)

RMB A/C No.
USD or ( ) A/C No.
Contact Person： Telephone：</td></tr>
</table>

From Customs and Practice for Documentary Credit (1993 Revision) ICC Publication No. 500.

Attachment

Name of Commodity	Quantity	Unit Price	Total Amount
Hdpegrade	No.9004 204MT	USD937.00/MT	CIF
Hdpegrade	No.3234 198MT	USD927.00/MT	CIF

2. Irrevocable Documentary L/C

Far East National Bank of San Francisco

California U.S.A.

Irrevocable Documentary Credit	L/C Number：FENB41170 Date of Issue：May 30th 2 005,San Francisco
Expiry Date and Place： July 30th, 2005, Nanjing	Applicant： Double Eagle IMP and EXP Company 235 Montgomery Street,Suite 1015 San Francisco CA94104 U.S.A.
Beneficiary: Nanjing Cloth Flowers Co., Ltd. 400 Shanghai Road, Nanjing China	Amount: USD15 220.00(United States Dollars) Fifteen thousand two hundred and twenty only
Available by：Beneficiary's drafts at sight drawn on us	
Shipment details： From Shanghai to San Francisco latest on 30th June 2001 CIF San Francisco U.S.A. Partial Shipments：Not allowed Transhipment：Allowed	

Description of goods：3 items of plush toys as per sales Contract No. JTC-DE073 Dated March 15th, 2001

Documents required：

Signed commercial invoice in triplicate indicating seperately fob value, freight charges, insurance premium and L/C number

Full set original clean on Board Ocean Bills of Lading made out to shipper's order, endorsed to the order of Far East National Bank of San Francisco, marked freight prepaid and notify applicant Mentioning this L/C number

Marine Insurance Policy or Certificate for full CIF value plus 10% covering CIC all risks and war risks.

Packing List in Triplicate

Certificate of Origin

Details of charges：All banking charges at your end are for account of beneficiary

+Period for presentation：documents to be presented within 10 days after the B/L date

+Instruction to Presenting bank：documents are to be despatched by registered airmail in one cover

This credit is subject to UCP 500

3. Stand-By L/C

To：Bank of Communications, Shenyang Branch

From：XYZ Bank

Date：December 20th, 2004



Standby Letter of Credit

With reference to the loan agreement No. 2004HN028 (hereinafter referred to as “the agreement”) signed between Bank of Communications, Shenyang Branch (hereinafter referred to as “the lender”) and Liaoning ABC Co., Ltd (hereinafter referred to as “the borrower”)for a principal amount of RMB 2 000 000 (in words),we hereby issue our irrevocable standby letter of credit No.810LC040000027D in the lender’s favor for amount of the Hong Kong AABBCC Corporation which has its registered office at AS 8 FL. 2SEC. CHARACTER RD. Hong Kong for an amount up to United States dollars three million only(USD3 000 000) which covers the principal amount of the agreement plus interest occured from aforesaid principal amount and other charges all of which the borrower has undertaken to pay the lender. The exchange rate will be the buying rate of USD/RMB quoted by Bank of Communications on the date of our payment. In the case that the guaranteed amount is not sufficient to satisfy your claim due to the exchange rate fluctuation between USD and RMB, we hereby agree to increase the amount of this standby L/C accordingly.

Partial drawing and multiple drawing are allowed under this standby L/C.

This standby letter of credit is available by sight payment. We engage with you that upon receipt of your draft(s) and your signed statement or tested telex statement or SWIFT stating that the amount in USD represents the unpaid balance of indebtedness due to you by the borrower, we will pay you within 7 banking days the amount specified in your statement or SWIFT. All drafts drawn hereunder must be marked drawn under XYZ Bank standby letter of credit No. 810LC040000027D dated December 20th, 2004.

This standby letter of is credit will come into effect on December 20th, 2004 and expire on December 9th, 2005 at the counter of Bank of Communications, Shenyang branch.

This standby letter of credit is subject to Uniform Customs and Practice for Document Credits (1993 revision) International Chamber of Commerce Publication No.500.

4. Revolving L/C

Irrevocable Revolving Letter of Credit

<table>
<tr><td colspan="3">Reconstruction Development Bank

Fax：5883218
Commercial House Telephone：5883218
Brussels, Belgium Issued Date& place
10th January, 20_ _
Original Brussels</td></tr>
<tr><td>Revolving Credit Irrevocable</td><td>Issuing Bank</td><td>Advising Bank</td></tr>
</table>

	Credit No. BH 0821	Credit No. 2108 HB

Advising Bank Trust Development Bank Commercial Centre, Amsterdam, Holland	Applicant Babit Machine-Making Industry Co., (Ltd.) Bavel Building, Brussels, Belgium
Beneficiary Watat International Co., Ltd. Lisi Centre, Amsterdam, Holland	Amount US $600 000 (Six Hundred Thousand U.S. Dollars)
This credit is issued subject to Uniform Customs and Practice for Documentary Credits 2000 Revision, ICC Publication No.500.	Date & Place of Expiry This credit remains valid in the country of beneficiary until November 10th, 20_ _ (inclusive)

Automatic Cumulative Revolving Credit

Transmitted Through：Trust Development Bank

Dear Sir(s),

We hereby open our Irrevocable Automatic Cumulative Revolving Documentary Credit in your favor and authorize you to draw on us at sight up to an aggregate amount of US $ 600 000(U.S. dollars six hundred thousand only) per three (3) calendar months cumulative commencing with January 30th, 20_ _, revolving on the first business day of each successive month and ending with October 30th, 20_ _.

This credit is revolving for three(3) shipments only, each shipment should be effected at three months intervals, but the amount of each shipment is not exceeding US $ 200 000(U.S. dollars two hundred thousand only).

The unused balance of each shipment is cumulative to the following shipment.

The amount of this credit shall be restored automatically after date of negotiation.

Accompanied by the following documents：

(1) Commercial invoice in duplicate copied, indicating contract No..   .

(2) Packing list in duplicate.

(3) Full set clean shipped on board bill(s) of lading marked “Freight Prepaid” to order of shipper endorsed to Reconstruction Development Bank, notifying buyers.

Conditions of shipment:

Transshipment is permitted.



Partial shipments are permitted.

From Rotterdam to Antwerp.

Shipment date：Shipment is to be effected not later than October 10th, 20_ _.

Covering：List of spare parts

Please see continuation sheet attached.

Special instructions：

Please see continuation sheet attached.

Undertaking clause：	Advising Bank's Notification
We hereby agree with the drawers, endorsers, and bona-fide holders of drafts drawn in compliance with the terms of the credit that such drafts shall be duly honoured on presentation and paid at maturity. Yours truly, Reconstruction Development Bank Signature______________	The amount of each draft negotiated, together with the date, must be stated on the back here of. Advising Bank Signature______________

Reconstruction Development Bank

Commercial House
Brussels, Belgium

Fax：5883218
Telephone：5883218
Issued Date& place
January 10th, 20_ _
Brussels

Original

Revolving Credit Irrevocable	Issuing Bank Credit No. BH 0821	Advising Bank Credit No. 2108 HB

Advising Bank	Applicant
Trust Development Bank Commercial Centre, Amsterdam, Holland	Babit Machine-Making Industry Co., (Ltd.) Bavel Building, Brussels, Belgium
Beneficiary	**Amount**
Watat International Co., Ltd. Lisi Centre, Amsterdam, Holland	US $600 000 (Six Hundred Thousand U.S. Dollars)

This attached sheet forms an integral part of our Irrevocable

L/C No. BH 0821

Continuation Sheet

Covering：List of Spare Parts(Omit)

Special Instructions：

1. Special instructions for beneficiary

April 30th, 20_ _ Despatch the original draft and documents by first mail to the bank, which is located in the country of advising bank for unrestricted negotiation.

July 30th, 20_ _ Despatch the original draft and documents by second mail to the bank, which is located in the country of advising bank for unrestricted negotiation.

October 30th, 20_ _ Despatch the original draft and documents by third mail to the bank, which is located in the country of advising bank for unrestricted negotiation.

2. Special instruction for advising bank

Despatch the certificate "Documents must strictly conform with the terms of this Credit" and drafts drawn at sight by the beneficiary on the Reconstruction Development Bank, Brussels, Belgium, for reimbursement.

3. Remark

All drafts against this credit must be drawn and negotiated on or before (April 30th, 20_ _), (July 30th, 20_ _)and (October 30th, 20_ _).

4. Charges

All banking charges are for beneficiary's account and delivery of the L/C should be withheld pending beneficiary's agreement to pay the advising bank's charges.

____

Signature

5. Application for Amendment to L/C

Application for Amendment to Letter of Credit					
To:China Merchants Bank Branch					
Number of Amendment(For bank use)			( ) Expiry date is extended to		
( ) Shipment date is extended to					
( )______________					
Charges and fees if any, are for our A/C No.______________					
Bank's review comments:		Handle:		Check： Authorization：	



Application for Amendment to Letter of Credit To: China Merchants Band Branch	Applicantion For Amendment to Letter of Credit
Number of Amendment (For bank use)	

6. Bill of Exchange

No.36/1883
Drawn under Bank of New York, USA
L/C No.18542 dated June 4th, 2006

London, July 5th, 2006

￡10 000

Sixty days after sight of this First of Exchange (Second and Third of the same tenor and date being unpaid) to Bank of South Africa or order One Thousand Pounds only (English currency), value received. Payable at the current rate of exchange for Banker's sight drafts on London.

For Weavewell Woolen Co.,Ltd
(signed)
Director

To：Messrs.Strutton &Durban

Notes

1. letter of credit (L/C 信用证)
   irrevocable/ revocable letter of credit 不可撤销的/可撤销的信用证
   unconfirmed/ confirmed letter of credit 不可保兑的/可保兑的信用证
   sight L/C 即期信用证
   usance credit/time credit/term credit 远期信用证
   documentary/ clean L/C 跟单/光票信用证
   stand-by letter of credit 备用信用证
2. to send a cheque for payment 支票支付
3. remitter n. 寄款人 remittee n. 收款人
4. upon presentation of drafts 汇票提示后
   documentary bill 跟单汇票
   accommodation bill 空头汇票
   original bill 原始汇票

renewed bill　改写票据
sight bill; bill on demand　即期汇票
usance bill; bill at usance　远期汇票
overdue bill　逾期汇票
5. … days' after sight, after… days' sight　见票后……日付款
6. promissory note (P/N)　本票
7. letter of hypothecation　押汇负责书；押汇保证书
8. trust receipt/letter of indemnity　担保书
9. acceptance　n. 承兑
qualified acceptance　有条件承兑
partial acceptance　部分认付
dishonour　拒付，退票
dishonour by non-acceptance　拒绝承兑而退票
10. endorsement　n. 背书
general endorsement, blank endorsement　无记名背书
special endorsement, full endorsement　记名式背书
conditional endorsement　附条件背书
restrictive endorsement　限制性背书
endorsement without recourse　追索权背书
11. maturity　n. 期满，到期
12. exchange rate; rate of exchange　汇价，兑换率
official rate　官方汇率
nominal rate　挂牌汇率，名义汇率
spot rate; current rate　现汇汇率
T.T. rate; telegraphic transfer rate　电汇汇率
13. negotiation of draft　汇票交割/汇票议付
14. to receive remittance　收到汇款
15. to make out a receipt　填写收据
16. mode of payment　付款方法
17. payment in full; full payment　付清；支付全部货款
18. payment in arrear　延滞付款
payment in advance; prepayment　预付
deferred payment　延付货款
prompt payment; immediate payment　立即付款
delay in payment; extension of payment　延期付款
payment by installments　分期付款
19. to clear off; to pay off　结清
20. draw (a draft) on sb.　向某人出具汇票
21. down payment　定金
22. deposit　v. 押金



Supplementary Reading

1. Useful Sentences

(1) We have to stick to our usual practices, so we can not accept (the payment by) D/A terms for this lot of Cotton Socks.
我方必须坚持我们的贸易惯例，所以不能接受你方采用 D/A 的方式来支付这批棉袜。

(2) We shall honor the check for the amount of USD2 000 in full settlement for the account .
我方将兑付 2 000 美元的支票以结清货款。

(3) If our business invoice is correct, your prompt payment by T/T is appreciated.
如果我方商业发票无误，请立即电汇款项为盼。

(4) As a special accommodation, we accept your payment by D/P terms for the down payment.
作为一项特殊的照顾，我们接受付款交单的方式支付预付款。

(5) Kindly remit 15% amount to us by T/T, and the balance should be paid in three installments.
请将 15%的货款电汇给我方，余额分 3 次付清。

(6) Thanks to the familiar relations between both of us, we hope that you can accept the payment by collection for this trial order, instead of L/C.
鉴于我们之间的老客户关系，我方希望你方可以接受托收的方式支付这批试订货，而不是采用信用证方式。

(7) As requested, we accept exceptionally D/P at sight , and it should not be regarded as a precedent.
按照你方要求，我们破例地接受即期付款交单，但只此一回，下不为例。

(8) As our funds are being tied up by many business(commitments), we have to make a request for an easier payment.
由于我们的资金被许多业务占压，所以我们迫不得已要求采用较宽松的付款方式。

(9) Opening an L/C is very expensive and ties up the funds of a small company like us, so it is better for us to adopt D/A after sight.
开立信用证的费用很高，会影响到像我们这样的小公司的资金周转，因此最好能采用远期付款交单的方式。

(10) We regret (are regretful) that we are not able to accept the payment terms stipulated in your contract.
很抱歉，贵方合同中所规定的付款方式不能为我方所接受。

(11) We are looking forward to receiving an L/C confirmed by the Bank of China, and your order will have our immediate attention.
希望尽快收到由中国银行保兑的信用证，我方将会立即处理你方订单。

(12) The stipulations in the L/C should be exactly in accordance with the terms in the

contract signed by both parties.
信用证中的条款必须与双方所签订的合同中的条款完全一致。

(13) As the date of shipment is approaching, it is advisable for you to open the relevant L/C as early as you can.
由于装船日期临近，应该尽可能早地开立有关信用证。

(14) We have to request you to amend the L/C to read “partial shipment and transshipment are allowed” .
烦请修改信用证：“允许分批装运和转船”。

(15) You are kindly appreciated to see to it that punctual delivery is made within the validity of the L/C.
恳请务必在信用证有效期内按时装运货物。

2. Methods of Payment in International Trade

A.Remittance 汇付，也称为汇款

B.Collection 托收

This method is more secure than open account but less so than a letter of credit. There is no guarantee of payment from the bank although it is involved.

1) Documents against Payment (D/P)

(1) D/P at sight.

Paying procedure under D/P at sight, is shown in Fig. 5.1.

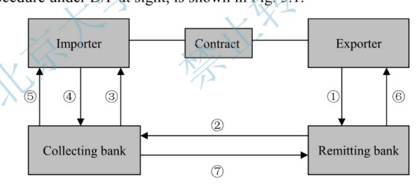


Fig.5.1 Paying procedure under D/P at sight

Explanations:

① After shipment, the exporter applies to the remitting bank for collecting the invoice value by sending an application, a sight bill and shipping documents to the remitting bank.

② The remitting bank draws up a collection order and transfers it as well as the sight bill and shipping documents to the collecting bank.

③ The collecting bank presents the draft and shipping documents to the importer according to the instructions in the collection order.

④ The importer pays the purchase price at sight to the collecting bank.

⑤ The collecting bank delivers the documents to the importer.



⑥ The collecting bank transfers accounts to the remitting bank.

⑦ The remitting bank transfer the accounts to the principal.

(2) D/P after sight.

Paying procedure under D/P after sight:

① After shipment, the exporter applies to the remitting bank for collecting the invoice value by sending an application, a time draft and shipping documents to the remitting bank.

③ The remitting bank draws up a collection order and transfers it as well as the time draft and shipping documents to the collecting bank.

③ The collecting bank presents the draft and shipping documents to the importer and the importer accepts the draft.

④ The importer pays in due course to the collecting bank.

⑤ The collecting bank delivers the documents to the importer.

⑥ The remitting bank transfers the accounts to the principal.

2) Documents against Acceptance (D/A)

Paying procedure under D/A:.

① After shipment, the exporter applies to the remitting bank for collecting the invoice value by sending an application, a time draft and shipping documents to the remitting bank.

② The remitting bank draws up a collection order and transfer it as well as the time draft and shipping documents to the collecting bank.

③ The collecting bank presents the draft and documents to the importer. After the importer accepts the draft, the bank will deliver the shipping documents to the importer, while taking back the draft.

④ The importer pays the purchase price in due course.

⑤ The collecting bank transfers accounts to the remitting bank.

⑥ The remitting bank transfers account to the principal.

L/C (信用证).

L/C is a reliable and safe method of payment, facilitating trade with unknown buyers and giving protection to both sellers and buyers. The buyer shall open through a bank acceptable to the seller an irrevocable sight L/C or L/C at … days' sight to reach the seller xx days before the month of shipment, and remain valid for negotiation in China until the 21st day after the time of shipment. Paying procedure under L/C Fig.5.2：

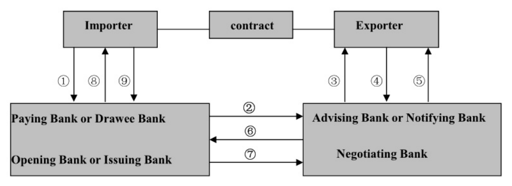


Fig.5.2 Paying procedure under L/C

① The issuance of a L/C starts with the buyer who instructs his bank to open a credit (issue an L/C) in favor of the seller for the amount of the purchase.

② The buyer's bank (opening bank) sends the L/C to its correspondent in the seller's country, giving instructions about the amount of the credit, the beneficiary, the currency, the documents required and other special instructions.

③ Upon receipt of the L/C, the correspondent advises the seller of the same immediately.

④ The seller deals with the correspondent bank and prepares for the shipment of the buyer's order.

After shipment, the seller presents the relative shipment documents to the bank, which should be clearly marked with "On board m.v. xxx" together with a bill of exchange drawn on the opening bank.

⑤ The correspondent bank pays the money to the seller when documents presented are found to be in order.

⑥ The correspondent bank then sends all the shipping documents to the buyer's bank.

⑦ The opening bank pays.

⑧ The buyer's bank passes all the shipping documents to the buyer.

⑨ The buyer finally reimburses the correspondent bank through the buyer's bank.

Exercises

I. Fill in the blanks with the appropriate words.

(1) We are writing to inform you that your L/C No.1234 opened ______ Standard Chartered Bank should be mended _______.

(2) We have received your L/C No.336 _______ our Sales Confirmation No. 4789. We find that the price terms CIF have been mistakenly indicated as CFR. Please refer _______ the said contract and _______ the amendment _______.

(3) The time of shipment is approaching. Please _______ the L/C as soon as you can.

(4) We consider it _______ to make it clear that for future transaction CAD can only be accepted if the amount _______ is below US $3 000 or its _______ in RMB _______ the conversion rate then _______.

(5) According to the contract the blouses will be packed _______ assorted colours.

(6) We are glad to inform you that we have opened an irrevocable L/C No. 465 _______ your favor _______ US $4 000 _______ Barclays Bank plc, London, _______ until December 3rd.

(7) As the amount of the transaction is less than US $3 000, we wish to _______ payment _______ D/A basis.



(8) The L/C authorizes you to _______ at sight _______ the Bank after shipment is made.

(9) Goods _______ Contract No. 112 were dispatched yesterday.

(10) We have written to you _______ two occasions in the last two months _______ the establishment of the relevant L/C.

(11) _______ examination of the credit, we find transshipment and partial shipments are not allowed.

(12) Please _______ shipment and validity of the L/C _______ July and August 20th _______ with the amendment _______ us by June.

II. Fill in the blanks of the following letter.

Dear Mr. Mark,

Thank you for your letter of May 25th _______for a _______ in payment terms.

After careful consideration with my colleagues, we have come to the decision that it is now time to _______ the business between our two firms. In order to do this, we think an _______ mode of payment could be very helpful. So we propose that for each transaction, when the goods are ready for shipment, we fax you and you pay us 30% of the total value _______ T/T, after _______ which we will _______ the goods and fax you a copy of the bill of lading. The rest of the proceeds then will have to be _______by T/T within 20 days of shipment.

We hope this arrangement will be _______to you and will lead to the increase of trade _______ between us.

Yours truly,

III. Translate the following into Chinese orally.

(1) We can certainly agree to D/P terms, but the international financial market is not stable at the moment; therefore, we think it will be safer for us to handle the business on L/C basis.

(2) We have drawn on you for this amount at sight through the Chartered Bank, who has been instructed to hand over the documents against your acceptance of the draft.

(3) We will accept the goods in three shipments and you may draw on us at 60 d/s from the day of each shipment.

(4) To meet each other halfway, what do you say to 50% by L/C and the balance by D/P?

(5) We have received your cheque for EURO15 000 in payment for the carpets orders as per your letter of May 25th.

(6) In view of the small amount of this transaction, we are prepared to accept payment by D/P at sight for the value of the goods shipped.

(7) We have to make a request for an easier payment terms, for our funds are being tied up in numerous commitments.

(8) All items included in your order can be supplied from stock and will be packed and shipped immediately upon receipt of your remittance.

(9) We have drawn on you for this amount of $10 000 at sight through the Bank of China.

(10) The importer from Holland requests us to ship them a trial order on D/A terms.

IV. Translate the following into Chinese.

(1) Your request for payment by D/P has been taken into consideration. In view of the small amount of this transaction we are prepared to effect shipment on this basis.

(2) We are prepared to accept payment by confirmed, irrevocable L/C available by draft at sight instead of T/T reimbursement.

(3) Since our terms of payment are acceptable to other buyers, we trust you will agree to do business with us on these terms.

(4) As a special accommodation, we shall consider accepting payment by D/P during this sales-pushing stage.

(5) We propose to pay by bill of exchange at 30 d/s, documents against acceptance. Please confirm if this is acceptable.

(6) We are drawing on you at 60 days in favors of the Bank of China and trust you will meet our draft upon presentation.

(7) Kindly send us two bills of lading by separate posts, together with your draft at 30 days for acceptance.

(8) We enclose invoice for your Order No.ZH1110 which we shipped yesterday per s.s. "Sun Rise". Meanwhile, kindly give out draft due honor when presented to you from your bankers.

(9) You are request to amend the L/C amount to read USD 28 000. Otherwise it will be impossible for us to negotiate the shipping documents.

(10) Among the clauses specified in your credit we find that the following three points do not conform to the contract.

V. Translate the following into English.

(1) 我们不允许无限期拖欠款项，期望这几天内收到你方上述金额的支票。

(2) 考虑到我们之间长期令人愉快的业务关系，我们同意延期 30 天的信用证支付，相信这是你方所期望的。

(3) 我们一贯以信用证方式做业务，希望你方理解我们的处境。

(4) 请注意，宽松的付款条件不但有助于本次交易的顺利进行，而且会使双方一直满意。

(5) 我们希望重申一下，我们破例接受 D/P 方式付款仅仅是表达我们与你方今后发展业务的良好愿望。

(6) 由于我方仓库发生意外事故，故请求你方将信用证展期至 5 月 3 日。

(7) 接到传真后，请速开立相关信用证，以便及时装运。

(8) 由于 5 月份没有从大连开往你港的直达货轮，因此只好请你删去“直航”的条款，并添加“允许转船”的字样。

(9) 核实时发现你方开立的信用证金额不足。请速修改，增加金额 5 600 美元。

(10) 第 123 号合同项下的货物早已备好，但尚未收到你方的信用证修改通知书。



VI. Translate the follow letter into English.

尊敬的大卫先生：

你方支付 200 公吨优等花生订单的 124 号信用证已收到，谢谢。审证后，我方发现，该信用证与销售合同不完全一致，请立即对信用证进行如下修改。

(1) 允许分批装运和转船，删去“直航”的条款。

(2) 将信用证金额增加 480 美元。

(3) 将数量改为 200 公吨(由卖方选择可溢短装 5%)。

我们希望将来贵公司能完全按照相关销售合同的条款开立信用证，这样，可以省去改证之类的很多麻烦事。

务请确保你方信用证修改通知书于 5 月 1 日前到达我方，否则将进一步推迟发货。

出口部 王黎明

Unit 6

Packing

OBJECTIVES

- Understanding and writing the letters connected with packing
- Reading and understanding the relative documents

REQUIREMENTS

- Knowing why to pack goods and what specific terms and conditions should be included in packing
- Knowing the essential components of a letter which concerns packing
- Mastering typical sentences and expressions in writing such letters



Introduction

Packing is one of the main business conditions to negotiate in the international business activities. It is considered as an important part of export business. Packing is of more and more competitive significance in international trade. Accordingly, the significance of packing has been increasingly recognized. It is absolutely necessary sometimes for a buyer to inform a seller in writing of specific packing terms or to have negotiations between the two sides on packing terms.

Products have to be packed before they are transported by any conveyance, so it is thought that packing is part of the product. Packing refers to the general operation of putting the goods into containers for shipment and storage, while packaging is how to pack goods with specialized containers and wrapping materials. There are two types of packing. They are:

(1) Transportation packing or outer packing.

(2) Packing for sale or inner packing.

The purpose of outer packing is to protect goods from damaging or stealing, facilitate transporting, loading, unloading and carrying, and economize freight cost, lower possible customs duties and insurance premium, create convenience for storage and check. Outer packing uses cases, bales, barrels, bags, baskets, pallets or containers to pack goods. In outer packing, such stuffing materials as paper scrap, paper wool, wood shavings, saw dust, waterproof paper and different plastics are necessary for prevention of shaking, breakage, dampness and rust. Inner packing is not only designed to protect goods, but also to help customers identify goods, make goods appeal to customers, beautify the look of goods, increase the sales, publicize the goods, help to display and sell goods, make goods easy to carry and use.

Specimen Letters

1. The Buyer Agrees to the Packing

Dear Sirs,

Re: Order No.1234 for Camera

We have received your favor of January 20th, and thank you very much for informing us that the subject goods are packed in cartons as usual practice.

We agree that you pack the above order in cartons, since you told us you have been using cartons of cameras for so many years and that any damage due to the packing has never occurred on the way of transportation. As you stated, packing the cameras in cartons will prevent skillful pilferage; such cartons are well protected against moisture; they are light and convenient to handle, etc.. After study and investigation, we find that your comments sound quite reasonable.



In addition, we would hope the inner packing could be much attractive, and the design of the patterns and color could suit the taste of the young.

Hopefully the result of packing in cartons turns out to our satisfaction. If so, you may continue using this packing in the future. And we are looking forward to your shipment advice.

Yours faithfully,

2. Proposal of Container

Dear Sirs,

Re：Packing of Order No. 12

We refer to our order No.12 for TV sets, which you are going to use cardboard boxes to pack.

We are afraid that the cardboard boxes are not strong enough for transport by sea, so we propose that the consignment be sent by container service. What's more, soft packing stuffing material should be used all round the machines, but not just under and over. This kind of packing does not cost more, and it can effectively protect the goods from being damaged by rough handling. We believe these precautions are necessarily taken into account.

Hope to receive your letter of confirmation soon.

Yours faithfully,

3. A Reply of Packing

Dear Sirs,

Re：Packing for Shengli Men's Pants

In conformity with the request made in your letter of August 19th, we have much



pleasure in explaining the reason why we use cartons for packing as well as describing how we pack the goods in accordance with the packing terms given in the contract.

We pack the goods in cartons of 4 dozen each. The inner packing is beautifully designed gift box, and you will find them ideal for gift presenting and surely a help for sale.

As for the outer packing, we prefer cartons, for packing in cartons has numerous advantages. First, it prevents skillful pilferage. The traces of pilferage will be more evident so that they are pretty helpful for the underwriter to compensate for such losses. Second, cartons are quite suitable for transport by sea. Packing in cartons has become popular in international shipment and insurance companies are ready to accept it for WPA and TPND. Third, the cartons have plastic lining that keeps the contents from dampness. One more reason is that cartons are more convenient to handle in the course of loading and unloading as they are comparatively light and impact. The last but not the least reason is that the freight charge may not be very expensive since the kind of container is light.

We hope the above comment will serve your purpose and look forward to your early reply.

Yours sincerely,

4. Acknowledgement of Packing

Dear Sirs,

We have received your letter of February 3rd concerning the packing details. We are pleased to acknowledge them as follows.

The rice under the Order No.454 should be packed in international standard rice sacks, gross weight about 50 kilos a sack, 500 sacks in an FCL container.

The packing described about is seaworthy export packing and fits for long distance ocean transportation.

On the outer packing please mark the original place, the port of destination and the order number. For the sake of precaution, warning mark like KEEP DRY should be shown, too.

We state the above for your information and shall fulfill your order accordingly if we do not hear from you to the contrary before the end of this month.

Yours faithfully,

PEARD &Co.
(signature)
Mark

Relative Documents

Packing List

Xincheng Resources Co., Ltd.
Rm 1810, Green Field Building
No.233, Jianguo Road, Linghe District,
Dalian 116000 China

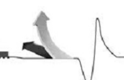
Packing List

Contract No.: 2008GR-2021 Date: April 4th, 2008
Invoice No.: GR20082021

Marks & Nos	Commodity	Quantity	Weight

Graphite flake plus 195-20MT
20 bags /20MT
Graphite flake
plus195 N.W.: 20 000kg
G.W.: 20 200kg

GraphitE flake plus 197-20MT
20bags/20MT
Graphite flake



plus197 N.W.：20 000kg

G.W.：20 200kg

Packing：packed in 40×25kg craft paper bags and then in 1mt big bags.

Notations：

Goods shipped as per buyer's purchase order No.PM/M/48/03-04/00250 Dated 21.02.2007

Total：40mts/40bags

N.W.：40 000kg

G.W.：40 400kg

Vessel Name：OOCL FIDELITY B.0865

B/L No.：ATSN601639

B/L Date：Apr.15, 2007

L/C No.：0750204DC000192

Notes

1. pack v. 包装
   repack v. 重新包装
   packing n. 包装
   package n. 包件
   outer packing 外包装
   inner packing 内包装
   neutral packing 中性包装
   packing list 装箱单
2. favor n./v. 恩惠；书信(=your letter)；喜爱；赞成；支持
   in favor of =in one's favor 以……为受益人
3. subject adj./n. 标题的；主题；事由
4. due to 由于，因为
5. occur vi. 发生
6. protect vt. 保护；警戒
7. convenient adj. 方便的，便利的
8. handle vt. 装卸；经营；处理
   handle roughly 野蛮装卸
   handle with care 小心轻放
9. turn out (后接不定式)结果是，证明是
10. refer to 使某人参阅，关于，询问；谈到；涉及
11. propose v. 提出，提议
12. consignment n. 托运；运送；货物

13. stuffing　n. 填充物，填料
14. precaution　n. 预防措施
15. in conformity with…　与……相一致，依照……
16. as well as　和；也
17. design　v.　n. 设计；设计图，图案
18. ideal　adj. 理想的，完美的，不切实际的
19. present　v. 赠送；呈递
20. as for　关于，至于
21. numerous　adj. 很多的；无数的
22. serve　v. 用做，适合，为……尽职责
23. concerning　prep. 关于，有关
24. gross　adj. 总的；毛重的
    gross weight　毛重
    gross domestic product (GDP)　国内生产总值
25. seaworthy　adj. 适合航海的
26. mark　v. 做标记　n. 记号，标志
    shipping mark　运输标志，唛头
27. destination　n. 目的地
    destination port　目的港
28. for the sake of　为了……的好处；因……的缘故
29. fulfill　vt. 完成；履行；实现
30. contrary　adj. 相反的；adv. 相反地
    on the contrary　相反地

Supplementary Reading

1. Useful Sentences

(1) This paint is usually supplied in tins of 10 kilos net, four tins to a crate.
通常涂料每桶净重 10kg，每箱装 4 桶。

(2) In view of precaution, please mark “Fragile” and “Handle with Care” on the outer packing.
为预防起见，请在外包装上注明“易碎”和“小心轻放”的字样。

(3) The goods must be packed in plastic bags before they are put into the cartons. This is of primary importance.
商品必须用塑料袋包装之后再装入纸箱，这是最为重要的。

(4) The packing should be in line with local market preference.
包装应该符合当地市场偏好。

(5) For the sake of precaution, the cartons must be secured with metal bands.
为预防起见，纸箱必须用金属带捆绑以确保安全。



(6) Please line the containers with waterproof material so that the goods can be protected against moisture.
请用防水材料做容器内衬，以免货物受潮。

(7) Cartons are comparatively light in weight, they are much easier to handle in the course of loading and unloading.
纸箱分量较轻，更便于货物的装卸。

(8) In international standard grain sacks, 20 sacks are in a container.
用国际标准粮食袋装，每集装箱装 20 袋。

(9) The consignment of books is packed into two cases, each weighting about 100 kg.
将书装入两个箱子，每箱重 100kg。

(10) We must take measures to reinforce the packing so that it can be strong enough to withstand rough handling.
我们必须采取措施加固包装，使其能够承受野蛮装卸。

(11) Fountain pens are packed 10 pieces to a box and 300 boxes to a wooden case.
自来水钢笔 10 支装一盒，300 盒装一木箱。

(12) Sports jackets in polybags are packed in cartons of 10 pieces each.
运动款夹克衫先装入塑料袋中再用纸箱装，每箱 10 件。

(13) We propose neutral packing instead for these goods, and expect your acceptance.
我方建议这批货物改用中性包装，希望同意。

(14) Can you make some improvement in the packing? This is our design of the packing for your reference. It will probably help push the sales.
可否在包装上做些改进？这是我们的包装设计，供参考，它可能有助于推销商品。

(15) Owing to faulty packing, several of them arrived in such a bad order so that we were compelled to dispose of them at greatly reduced prices.
由于包装不良，致使部分货物到达时毁坏严重，我们不得不大幅削价处理。

2. The Classification of the Marks

1) Shipping marks

In most cases, a shipping mark consists of the name of the consignee or shipper, destination and packaging number. Here, symbols with a simple identity code or initials are often used instead of writing out the full name of the consignee in order not to disclose the consignee's name. Because when merchandise bearing the name of the importer is stacked on a steamship pier competitors would have little difficulty in obtaining a list of customers of their competitors. That might affect and even worsen the consignee's business. Below the name of the destination is usually placed above the package number. Packages may be numbered consecutively or marked merely with a total number.

2) Supplementary/ additional marks

In some trades, or sometimes according to the stipulations of the relative regulations or laws of the importing country, or upon request of the importer, it is the practice to supply the

supplementary mark giving the dimensions of the packages which may be used in customs entry or in assessing the freight. Moreover, it is preferable for the gross and net weights to be likewise shown.

3) Indicative and warning marks

In addition to shipping marks on the outer packing of the commodities, usually some indicative and warning marks, according to the nature of the goods, are also painted to warn dockers and crew of dangerous cargo. They should handle and transport the cargo properly. In order to overcome the problems caused by the different languages in identifying goods, after long time's practice in international trade, some simple, arresting and understandable signs and pictures have been universally used to make up the deficiency of languages, e.g.. "Handle with care," "Fragile", "Keep try," "Keep upright", "Explosives". "Hazardous article "and so on.

Exercises

I. Choose the best answer to complete each of the following sentences.

(1) We are satisfied the packing is suitable for a long sea ______.

A. trip B. voyage C. journey

(2) Please be ______ that your comments on packing will be passed on to our manufacturers for their reference.

A. sure B. ensure C. assured

(3) We are confident that our cartons for canned goods are not only ______ but also strong enough to protect the goods from any possible damage.

A. seaworthy B. seaworth C. for sea

(4) We shall ______ the 50 books to a carton.

A. put B. place C. pack

(5) Claims ______ transportation should be referred to the shipping company.

A. concerned B. concerning C. concern

(6) Almost two weeks have passed______ we emailed you our offer on September 30th.

A. since B. when C. as

(7) ______ that it is necessary to protect the goods from any conceivable losses, you should insure them against all possible risks.

A. Consider B. Considering C. To consider

(8) ______ instructions are stated accurately in the captioned contract.

A. Packing B. Package C. Pack

(9) All the goods are to be ______ in wooden cases.

A. packing B. packed C. pack

(10) The ______ are intact.

A. pack B. package C. packs



II. Choose the appropriate words to fill in the blanks.

Inform, be, received, to, each, met, damage, avoid

Dear Sirs**,**

Today we ______ your consignment of 40 cardboard cartons of safety pins. We regret to ______ you that 20 cartons were delivered damaged and the contents had spilled, leading______ some losses.

We accept that the ______ was not your fault but feel that we must modify our packing requirements to______ future losses. We require that future packing ______ in wooden boxes of 25 kilos net, ______ wooden box containing 40 cardboard packs of 500 grams net. Please let us know whether these specifications can be ______ by you and whether they will lead to an increase in your prices.

Yours sincerely,

III. Translate the following into Chinese orally.

(1) Mark the cases with the wording "FRAGILE" and "HANDLE WITH CARE", and number consecutively.

(2) We are afraid that we shall have to charge more for the designated packing, as it calls for extra labor and cost.

(3) To our surprise, the cases are intact but the contents are short.

(4) A well-designed, beautifully-decorated package helps sell the goods.

(5) The sun-flower oil is supplied in tins of 10 kilos net, four tins to a crate.

(6) Tea must be packed in wooden cases lined with water proof material.

(7) The inner packing must be in line with foreigner's taste.

(8) It is necessary to take precautions to protect the goods from moisture.

(9) Owing to faulty packing, several of them arrived in such a bad condition that we have to file a claim against you.

(10) Carpets should be packed 12 pieces to a box and 200 boxes to a big paper case.

IV. Translate the following into Chinese.

(1) We are pleased to advise that orders made to your designs and packing presentation may also be entertained.

(2) Since all the goods have been cased up according to the S/C, it would be too late to make a change even if we agree to.

(3) The cigars are packed 5 pieces to a small packet, 20 packets to a carton, 144 cartons to a cardboard container.

(4) We wish to point out that a price raise of about 2% is necessary to compensate for extra packing charges as a result of the change.

(5) The new packaging of this article is exquisitely designed and we are confident that it will appeal strongly to customers.

(6) The exporter has to give due consideration to the packing of the goods to be shipped abroad, and try his best to pack the goods in accordance with the instructions of the buyer.

(7) Glassware is fragile goods. They need special packing precautions against jotting.

(8) On the outer packing please mark our initials HBS in a diamond, under which the port destination and Order No..

(9) We have especially reinforced our packing in order to minimize possible damage to the goods.

(10) I'm afraid you have to pay extra expenses for your designated packing, as it needs more labor and cost.

V. Translate the following into English.

(1) 一切货物均须用内衬为锡纸的木箱包装，且外壳必须清楚地标明其内所装物品。

(2) 根据合同规定，唛头由买方选定。

(3) 我们保证包装很结实，能够经得住野蛮搬运。

(4) 花生用袋子装，每袋装 50kg。

(5) 只要包装适于海运，我们不介意货物是用纸箱还是用木箱包装。

(6) 我方建议这批货物改用中性包装，希望同意。

(7) 外包装必须采用符合国际标准的纸箱以确保安全。

(8) 商品必须用塑料袋包装之后再装入纸箱，这是最为重要的。

(9) 为了适应市场需求，你方最好能改进内包装。

(10) 货物的包装有内包装和外包装之分。

VI. Translate the following letter into English.

尊敬的马克先生：

第 JB-568 号合同项下由“顺风”号货轮运来的 1 000 箱罐装蘑菇食品已安全抵达我处并且状态良好。

然而，虽然货物质地优良，但是我方觉得内包装太过平常了，与我们的预期尚有很大的差距。你也许了解过，有许多牌子的相同产品在本地销售，竞争非常激烈。所以希望在下一次合作中，你方可以改进内包装，增强产品的竞争力。

盼复。

诚挚问候

VII. Writing.

Write a letter to entrust a customer with agency, with the following given particulars.

(1) 有兴趣与对方签订购买男士衬衫的订单。

(2) 希望对方能采用新颖的内包装，增强产品的美观度。

(3) 在外包装方面，建议将衬衫装入防水塑料袋里，再装入纸板箱，然后一打装一纸箱。每个纸箱里有防水衬，外有绳子加固，可以防止货物受潮。

(4) 请回复，告知是否同意。

Unit 7

Transport

OBJECTIVES

- Understanding and writing the letters connected with transport
- Reading and understanding the relative documents
- Translating the letters connected with transport

REQUIREMENTS

- Getting a knowledge of the relative documents
- Grasping the usual usage of professional words, expressions and sentences
- Grasping the professional terms of transport
- Knowing both the Chinese and English meanings of the professional words and expressions

Introduction

Transport is an important branch of international business. As, basically, some 98% of world trade is conveyed by sea transport, exporters and importers are more concerned with transport by sea than in other ways. Transport by air is, however, increasing and is the best method for certain types of export and import, especially under emergency, though its limitation is obvious.

Cargo transported by container ships is a modern way of transportation. In recent years, combined transport, which is a road-sea-rail carriage, is a "door to door" service.

When goods are transported by road, rail or air, the contract of carriage takes the form of a Consignment Note or Airway Bill. In sea transport, chartering of ships or booking shipping space is involved. The contract between the ship owner and shipper may take the form of either a charter party or a bill of lading.

There are three parties in most movements of goods. the consignor who sends the goods, the carrier who carries them and the consignee who receives them at the destination.

Transport covers rather a wide range of work. In this unit, only a few specimen letters pertaining to transport have been selected for preliminary study.

Specimen Letters

1. Chartering Ships, Broker's Reply and Charterer's Confirmation

1) Chartering ships

Dear Sirs,

We wish to charter a ship of about two thousand tons for a single voyage from Liverpool, British, to Shanghai, China for bulldozers.

We shall give 40 days definite notice of cargo readiness and expect the ship to be at Liverpool on June 30th ready to take cargo on board.

Please let us know whether you can arrange this for us and, if so, on what terms.

Yours faithfully,



2) Broker's reply

Dear Sirs,

Thank you for your enquiry of March 2nd and are pleased to inform you that we have been given an option on m.v. King.This is a heavy lifter of 2 000 tons. The terms provisionally agreed at ￡70 per ton.

The ship can be ready for loading at Liverpool at 30 days definite notice around June. Please fax if you wish us to conclude a voyage charter for you.

Yours faithfully,

3) Charterer's confirmation

Dear Sirs,

We received your letter of March 10th and are pleased to confirm the fax we sent this morning as follows：

Will you please make arrangements to charter this ship on the terms mentioned in your letter, namely￡70 per ton, and send us the charter party for signature and your account commission.

Yours faithfully,

2. Booking Shipping Containers and Reply

1) Booking shipping containers

Dear Sirs,

We have 70 cases of canned beef for dispatch to any EMP, and shall be glad if you will arrange for your shipping container to collect them. Each weighs 75 kgs. As our client requires us to ship the goods not later than October 25th, please quote us for a shipping container from Dalian to the above mentioned port before that deadline.

Your early quotation will be highly appreciated.

Yours faithfully,

2) Reply

> Dear Sirs,
>
> Thank you for your enquiry of July 1st, asking us to quote shipping container to any EMP for 70 cases of canned beef.
>
> The shipping containers we provide are of two sizes, which are both watertight and airtight and can be loaded and locked at the factory, if necessary.
>
> We enclose a copy of our tariff and look forward to receiving your instructions.
>
> Yours faithfully,

3. Urging Immediate Shipment

> Dear Sirs,
>
> We wish to draw your attention to our Order No.6557 covering 4 000 pieces of sweater, for which we issued in your favor about 20 days ago an irrevocable L/C with expiration date on July 20th.
>
> Our retailers are badly in need of the goods. As the season is rapidly approaching, any delay in shipping our order will undoubtedly result in big trouble.
>
> To enable our retailers to catch the brisk demand at the start of the season, we shall be very much obliged if you effect shipment in time.
>
> Yours faithfully,

4. Request for Extending L/C and Reply

1) Request for extending L/C

> Dear Sirs,
>
> L/C No.SM239
>
> We are sorry to advise you that the recent floods damaged part of the railway from our factory to the port of shipment, causing some delay in making delivery of the goods under your order No. 6557.



The authorities concerned say that they are doing rush repairs and the transportation is expected to return to normal in August.

As this is the case, we hereby request you to extend your L/C No. SM239 for one month, that is, the shipment date to August 20th and validity to September 10th.

Many thanks for your cooperation.

Yours faithfully,

2) Reply

Dear Sirs,

L/C No. SM239

We regret to learn the present trouble you are involved in from your letter of July 5th. As the matter stands, we have to allow you a one-month extension of our L/C.

The delay of delivery will cause great inconvenience to us. Therefore, it is important that the shipment be made within the extended time limit. We will not stand any further delay.

Yours faithfully,

5. Asking for Transshipment and Reply

1) Asking for transshipment

Dear Sirs,

We are in receipt of the letter of credit No.3001 you established through the Barclays Bank, London on March 6th, covering our contract No.L2007.

On perusal, We find that the port of destination should be Belfast and no transshipment is allowed. Since there are only one or two direct steamers monthly from Dalian to Belfast, we usually have to make shipment via Hong Kong. In order to make sure that the goods will be duly delivered, which is to our mutual benefit, we request that you amend the said L/C to allow us transshipment.

In case the above amendment is not agreeable to you, you may change the Port of

destination Belfast to Liverpool because there are more direct steamers available from Dalian to Liverpool.

Your kind acknowledgement will be highly obliged.

Yours faithfully,

2) Reply

Dear Sirs,

Our L/C No.S3001

We hasten to answer your letter dated March 17th and express our regret that we have troubled for our oversight in opening our L/C No.S3001.

This morning, we have faxed our bankers to make an amendment. On receipt of notification of the amendment issued by the bank, please arrange for the shipment with all speed. If the goods turn out to our satisfaction, we will place a repeat order with you in the near future.

Yours faithfully,

6. Shipping Instructions

Dear Sirs,

With reference to our order No. 335 for two machine tools, we are glad to inform you that a letter of credit in your favor has been opened yesterday. We have booked shipping space on m.v. Stars which is due to sail from London to Hong Kong around the end of next month. Please get the goods ready for shipment at an early date and try your utmost to ship them by that vessel without delay.

We would like to remind you that the machines must be packed in special crates with reinforced bottom. Meanwhile, please see to it that the shipping marks indicated in our order and the gross and net weight be stenciled on each crate.

We trust that the above instructions are clear to you and the shipment will give our users entire satisfaction.

Yours faithfully,



7. Shipping Advice

Dear Sirs,

We are pleased to inform you that the goods under your Contract No.DF8030 have now been shipped by s.s. Changqing,which is scheduled to sail from Jinzhou on May 20th to Hamburg.

We are sending you under cover one set of duplicate shipping documents as follows, so that you may make all the necessary preparations to take the delivery of the goods when they duly arrive at your port.

Invoice No.GW-235
Packing list No.GW-175
Certificate of origin No.654
Non-negotiable bill of lading No.FM-637
Insurance Policy No.3301
Survey Report No. KD 402

We hope this shipment will reach you in perfect condition and look forward to your further order.

Yours faithfully,

Ecl. a/s

Relative Documents

1. Bill of Lading

<table>
<tr><td colspan="4">SHIPPER</td><td colspan="3" rowspan="6">B/L NO.

COSCO

中国远洋运输（集团）总公司

CHINA OCEAN SHIPPING (GROUP) CO.

ORIGINAL

COMBINED TRANSPORT BILL OF LADING</td></tr>
<tr><td colspan="4">CONSIGNEE</td></tr>
<tr><td colspan="4">NOTIFY PARTY</td></tr>
<tr><td colspan="2">PLACE OF RECEIPT</td><td colspan="2">OCEAN VESSEL</td></tr>
<tr><td colspan="2">VOYGE NUMBER</td><td colspan="2">PORT OF LOADING</td></tr>
<tr><td colspan="2">PORT OF DISCHARGE</td><td colspan="2">PLACE OF DELIVERY</td></tr>
<tr><td colspan="7">MARKS NO.S & KINDS OF PKGS DESCRIPTION OF GOODS G.W.(kg) MEAS(m^3)</td></tr>
<tr><td colspan="7"></td></tr>
<tr><td colspan="7">TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS)</td></tr>
<tr><td>FREIGHT & CHARGES</td><td colspan="2">REVENUE TONS</td><td>RATE</td><td>PER</td><td>PREPAID</td><td>COLLECT</td></tr>
<tr><td>PREPAID AT</td><td colspan="3">PAYABLE AT</td><td colspan="3">PLACE AND DATE OF ISSUE</td></tr>
<tr><td>TOTAL PREPAID</td><td colspan="3">NUMBER OF ORIGINAL B(S)/L</td><td colspan="3"></td></tr>
<tr><td colspan="4">LOADING ON BOARD THE VESSEL DATE</td><td colspan="3">BY</td></tr>
</table>



2. Inspection Certificate

Liaoning Import & Export Commodity Inspection
Bureau of the People's Republic of China
Address:

No.

Fax: **Inspection Certificate** Date

Tel:

Consignor________________________

Consignee________________________

Commodity________________________ Mark & No. ________________________

Quantity/Weight Declared________________________

Results of Inspection

____

Chief Inspector

____

3. Shipping Advice

Liaojin Chemicals (Group) Corporation
Liaojin City, Liaoning Province, China
Tel: (86)…… Fax: (86)……

Shipping Advice

Date: Nov.18th, 2006

To: Pantzu International Petltd

333Lien Street Tor25-07 Far Eastern Bank Building Singapore 534478

Fax: 37 6624448

Dear Sirs,

We are pleased to advise you that shipment of fertilizer in bags has been attanged as follows.

Name of vessel: Bluekee

Bill of Lading No.:LY43227

Commodity: fertilizer in bags

Packing:in 60kg new woven polypropylene bags with polyethylene inner liner. 1 percent empty bags to be supplied free of charge.

Marking: as per buyer's marking

Quantity: 226198 Bags

Net weight: 13 571.880 mt

Gross weight: 13628.375 mt

Value of Goods:USD 1 453 454.5 FOB ST Dalian port, China

Country of origin: China

Port of shipment: Dalian port, China

Port of discharge: Colombo, Srilanka
ETD loading port: Nov.,15th ,2006
ETA destination: Dec.,15th,2006
Very truly yours,

Liaojin Chemicals(Group) Corporation

____

Authorized Signature

4. Certificate of Quantity/Weight

We, Varian B.V, Herculesweg 8 4338PL Middelburg, The Netherlands, being the manufacturer, hereby certify that the CP3800 Gas chromatograph system, Serial No.CP941220 has been supplied in the quantity according to the attachment for Contract No. 2003LHIE-LT90 and weight as specified in our Packing List No.311097167.The quantity and packing have been checked before shipment.

5. Certificate of Origin

<table>
<tr><td colspan="6">Original</td></tr>
<tr><td colspan="3">1.Exporter</td><td colspan="3" rowspan="3">Certificate No.
Certificate of Origin
of The People's Republic of China</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td colspan="3">2.Consignee</td></tr>
<tr><td colspan="3">3.Means of transport and route</td><td colspan="3">5.For certifying authority use only</td></tr>
<tr><td colspan="6">4.Country / region of destination</td></tr>
<tr><td>6.Marks and numbers</td><td>7.Number and kind of packages; description of goods</td><td colspan="2">8.H.S.Code</td><td>9.Quantity</td><td>10.Number and date of invoices</td></tr>
<tr><td colspan="3">11.Declaration by the exporter
The undersigned hereby declares that the above details and statements are correct, that all the goods were produced in China and that they comply with the Rules of Origin of the People's Republic of China</td><td colspan="3">12.Certification
It is hereby certified that the declaration by the exporter is correct</td></tr>
<tr><td colspan="3">Place and date, signature and stamp of authorized signatory</td><td colspan="3">Place and date, signature and stamp of certifying authority</td></tr>
</table>



6. Commercial Invoice

Shanghai Foreign Trade Corp. Shanghai, China				
Commercial Invoice				
To:			Invoice No.: Invoice Date: S/C No.: S/C Date:	
From:		To:		
Letter of Credit No.:		Issued By:		
Marks and Numbers	Number and kind of package Description of goods	Quantity	Unit Price	Amount
Total:				
Say Total:				

Notes

1. shipping n. 装运，船运，运输

   shipping documents 装运单据

   一套装运单据主要包括:

   bill of lading 提单

   commercial invoice 发票

   certificate of quality 质量证明书

   certificate of weight 重量证明书

   insurance policy 保险单

   weight memo 重量单

   shipping agent 装运代理人，发货代理人

   shipping company 船运公司

   shipping order 装货单，下货纸

   shipping instruction 装运指示，装运须知

shipping weight　启运重量
shipping space　舱位，载位，船位
shipping advice　装船通知
2. carriage　n. 运载
carrier　n. 承运人
3. consignor　n. 托运人，发货人
consignee　n. 收货人
4. consignment note　铁路运单
5. airway bill　空运单
6. charter party　租船契约
7. voyage charter　航次
8. combined transport　联运
9. booking note　订舱单
10. specifications　规格(复数)
11. forwarding agent　运输行，运输商
12. EMP　European Main Ports　欧洲主要口岸，按照航运工会统一规定，EMP 包括意大利的热那亚(Genoa)、法国的马赛(Marseilles)、比利时的安特卫普(Antwerp)、荷兰的鹿特丹(Rotterdam)、英国的伦敦(London)、德国的汉堡(Hamburg)、丹麦的哥本哈根(Copenhagen)等港口。
13. watertight　adj. 防水的
14. airtight　adj. 不漏气的，密封的
15. freight　n. 货物(特指装载在车、船、飞机上的)；运费
freight charges　运费
freight agency　运货代理商
freight forwarder　运输公司
freight rate　运费率
freight service　货运
16. tariff　n. 运费表；关税；关税率
tariff compact　关税协定
tariff elimination　关税减让
tariff quota　关税限额
tariff rate　关税率
17. expiration date　截止，到期
18. packing list　装箱单
19. certificate of origin　原产地证明
20. non-negotiable bill of lading　提单副本
original bill of lading　正本提单
21. insurance policy　保险单
22. survey report　检验报告



23. in duplicate 一式两份
    in triplicate 一式三份
    in quadruplicate 一式四份
    in quintuplicate 一式五份
    in four (five, six,…)copies 一式四(五、六……)份
24. take delivery of 提货
    make delivery of 发货
25. be scheduled to 预计，预期
26. m.v. 也可记作 M/V motor vessel 内燃机船
    s.s. 等于 S/S steam ship 轮船
    m.s. motor ship 内燃机船
27. shipping mark 装运唛头(商标)
    唛头实例：
    ABC……………………… 主要标志(通常为发货人或收货人名称的缩写或代号)
    Contract No. A 965 ………. 合同号码(也可为订单号码、运单号码、许可证号码等)
    Nos.2-5…………………… 件号标志(表示该箱为全部 5 箱货物中第 2 箱)
    SYDNEY .... 目的地标志(如需转船，还应列上转运地名)
    10* 8* 6ft.………………… 体积标志
    G300KGS ………………… 重量标志
    MADE IN HONG KONG…原产地标志

Supplementary Reading

1. Useful Sentences

(1) Up to the present moment, we have not yet received your irrevocable L/C.
到目前为止我们还没有收到你方开来的不可撤销的信用证。

(2) Upon receipt of the L/C, please arrange immediate shipment.
收到信用证后，请立即安排装运。

(3) The endusers are pressing us for an early delivery of the goods. Therefore, we cannot agree to further extend the L/C.
用户一再催促我们早日交货，因此我们不能同意信用证再次展期。

(4) As we are in urgent need of crude oil, please complete the shipment of 50 000 tons under the captioned contract within this month.
我们急需石油，请你方将标题所指的合同项下的 5 万吨石油在这个月内装完。

(5) Such being the case, we will have got everything ready for the arrival of your vessel.
情况就是这样，我们会做好一切准备，等待你方船只到达我港。

(6) We shall give 40 days definite notice of cargo readiness and expect the ship to be at Antwerp on April 12nd ready to take cargo on board.

我公司将于 40 天前发出肯定货物备妥通知，并希望船只于 4 月 12 日在 Antwerp 准备装货。

(7) Please send us the charter party for signature and your account of commission.
请将租船合同寄来签字，同时请寄应付给你的佣金的账单。

(8) There is also a saving in freight charges when separate consignments intended for the same port of destination are carried in one container and an additional saving on insurance.
如同一集装箱内装有发往同一港口的几批货，可节省运费，同时还可节省保险费。

(9) We enclose a copy of our tariff and look forward to receiving your instruction.
现随函附送我公司税率表，请指示。

(10) We regret to inform you that there is no shipping container sailing from Dalian to London prior to May 4th.
非常遗憾的通知您，5 月 4 日前没有从大连开往伦敦的集装箱船，因此，无法按你方要求提出报价。

(11) Please book the shipping container for the goods and let us know the ocean freight as soon as possible.
请为 50 箱工艺品洽订海运集装箱，并尽快告知海运运费。

(12) Pleased to appoint you to act as our supervisory agent on m.v Sailing loading the captioned goods for Xingang.
现指定你公司为我公司代理，在远航号轮装运发往新港的标题下的货物时进行监督。

(13) We are enclosing a copy of the Booking Note. Please contact the carrier directly.
随函附送一份订舱单，请与承运人直接联系。

(14) We hereby give 40 days' notice that the goods under Contract No.1345 will be available for shipment on June 28th.
兹通知，第 1345 号合同项下货物将于 40 天后，即 6 月 28 日备妥待运。

(15) Please arrange to send the consignment to Dubai to be shipped by m.v Victory.
请即刻安排将货物发往迪拜，装胜利号轮。

2. Shipping Documents

Bill of lading, commercial invoice, insurance policy or certificate, packing list, and weight memo are generally called shipping documents. The first three are the chief shipping documents.

Bill of lading is an official receipt given by the shipowners or their agents evidencing the receipt of the goods mentioned in the B/L, giving details of the particular shipment conditions under which they accept it. It is also an evidence of the right of the consignee or any lawful holder of the B/L to take delivery of the goods against surrender of the B/L. The bill of lading can be transferred before arrival of the relative cargo and can be used as a security against loans from a bank. Other documents are sometimes required by the buyers, usually connected with the duty to be paid on the imported goods. Such documents are the consular invoice (a certificate given by the consul of the buyer's country stationed in the seller's country), certificate of origin,



certificate of value, certificate of inspection. These are sometimes required because under various international agreements and particularly among British Commonwealth countries, lower tariff rates of import duties are granted to certain countries. When the lower rates are claimed, the customs officials of the countries concerned required a declaration as to the value of the goods and that they are in fact made in the exporting country. This certificate of value and origin is often given by the exporter and guaranteed by a chamber of commerce. If this is certified by a consul, it is then called a consular invoice.

Exercises

I. Fill in the blanks with prepositions and then translate the following into Chinese.

(1) ______ ______Order No.8088 the goods have been ready______ shipment ______quite some time.

(2) We wish to draw your attention ______the fact that the date ______delivery is approaching, but ______ ______the present moment, we have not receive any news ______you.

(3) ______receipt ______your cable of April 11, we at once request the bank of China ______London to establish a letter of credit ______your favor ______pounds sterling ______the amount ______ $ 30 000.

(4) Our terms ______payment are irrevocable letter of credit, which we have agreed during the negotiation.

(5) Please make sure that the stipulations______the L/C are ______exact accordance ______ the terms ______ the sales contract.

(6) ______accordance ______ the terms ______ payment as stipulated ______the contract, please establish L/C ______ fifteen days______ receipt______ our delivery notice, an irrevocable letter of credit______ our favour.

(7) We are ______ receipt ______ your letter______ Sept.19th enclosing catalogues and price list______ bicycles and sewing machines.

(8) S/S "East Wind" is due to sail______Shanghai______London______23rd ______ November.

(9) Owing______ the delay______ the part______ the suppliers, we must ask you to extend the date______ shipment______ September 10th ______ October 10th.

(10) ______receipt______ your amendment ______L/C No.378, we shall immediately make shipment______ the goods.

II. Fill in the blanks of the following letter.

Dear Sirs,

As there are no direct steamers ______for your port within the time of shipment _______stipulated in your letter of credit, we would suggest that you ______ your credit to allow_____, so that the goods______ by you can be shipped by the first______ steamer with

transshipment, instead of waiting______ for a direct steamer. We would like to state that goods dispatched______ transshipment will, at least in your case, most probably______ you earlier to meet your urgent needs.

We await with keen interest your______ to the L/C.

Yours faithfully,

III. Choose the appropriate words to fill in the blanks.

Forward, sail, option, expedite, find, advise, note, transshipment, comply, destination, allow, ship

(1) We will do our best to ______shipment to meet your requirements in time.

(2) We shall ______ you by fax as soon as the goods are shipped.

(3) We have the pleasure to inform you that the shipment has gone ______per s.s. "Liaohe" and hope that it will arrive at the ______in perfect condition.

(4) We are pleased to inform you that 4 000 dozen shirts under Sales Confirmation No.K145,L/C No.739 have gone off on S/S Beijing, which _____on September 12 for Dubai. Enclosed please______ a set of duplicate copies of shipping documents.

(5) The shipment time is June or July at our ______and the goods will be shipped in one lot.

(6) Because there is no direct steamer from here to your port, we suggest that you accept ______at Hong Kong.

(7) According to the shipping schedule, it will be impossible for us to ship the goods until the end of November, which please ______.

(8) We regret our inability to ______with your request for shipping the goods in early November, because the direct steamer sailing for your port calls at our port only around November 20th.

(9) As the manufacturers cannot get all the quantity ready at the same time, it is necessary for the contract stipulations to be so worded as to ______partial shipment.

(10) The cargo has been ______ on s.s. Beijing for transshipment at Hong Kong per s.s. Taishan.

IV. Choose the right words to complete the sentences.

(1) We will do our best to________ shipment to meet your requirements in time.

A. comply B. make C. expedite D. arrange

(2) Passenger liners often take a certain amount of________.

A. cargoes B. cargo C. shipments D. quantities

(3) We have the pleasure to inform you that the shipment has gone ______per s.s. East Wind and hope that it will arrive at the destination in ________condition.

A. on, good B. for, complete C. forward, perfect D.onto, perfect



(4) The shipment time is May or June at our________ and the goods will be shipped in one________.

A. choice, shipment
B. option, lot
C. decision, cargo
D. option, consignment

(5) We regret our inability to ________with your request for shipping the goods in early July.

A. compliance B. comply C. manage D. arrange

(6) Before deciding which form of transport to use, a ________ will take into account the factors of cost, speed and safety.

A. consignor B. consignee C. shipper D. shipowner

(7) Any loss of damage noticed when the goods are delivered must be reported to the________ at the time, otherwise he will not be liable for it.

A. carrier B. shipper C. consignee D. consignor

(8) They intended to lower the cost of the products, ________ they did not succeed in reducing the package costs.

A. therefore B. and C. however D. furthermore

(9) As the _______ of the goods was not strong enough to withstand the rough sea voyage, shipment was withhold at the last minute in order to give time for ________ improvement.

A. pack, packet
B. package, packing
C. package, packaging
D. packing, packaging

(10) Since three fifths of the voyage is in tropical weather and the goods are liable to go mouldy, we think it advisable to have the shipment ________ the risk of mould.

A. covered insurance
B. taken out insured
C. covered against
D. insured for

V. Translate the following into English.

(1) 信用证 LN358 号因无直达轮，请允许转船。
(2) 我们急需化肥，请你方将标题所指的合同项下 5 万吨化肥在这个月内装完。
(3) 情况就是这样，我们会做好一切准备，等候你方船只到达我港。
(4) 如果可能，请立即装“腾飞”轮，4 月 4 日从大连起航。
(5) 收到信用证后，请立即安排装运。
(6) 你方倘能在本月底之前把货物设法运出，我们将十分感谢。
(7) 上述合同项下各货现已备妥待运，请点开信用证以便我们早日装运。
(8) 货物也已备妥待运，正在与轮船公司洽办装“飞云”轮，预定 10 月 15 日左右从青岛起航。
(9) 如果你方信用证的电报期通知 3 天内到达这里，货物便可以在本月内装上“天安”轮运走。
(10) 由于你方信用证条款与我们销售确认书的条款不一致，货物不能装船。

VI. Translate the following into Chinese.

(1) It is important that the goods be completed for delivery as stipulated in the L/C, say by

August 30th. If not, you should be responsible for any loss that might be caused by the delay of shipment.

(2) For the goods under our Contract No.8667 we have booked space on s.s. "Happiness" due to arrive in London around October 25th. Please communicate with Weidi Co.,Ltd, Beijing, our shipping agents, for loading arrangements.

(3) We have been put to considerable inconvenience by the long delay in delivery.We must insist on immediate delivery, otherwise we shall be compelled to cancel the order in accordance with the contract stipulation.

(4) We wish to point out that if you are unable to effect shipment within the time specified, we shall not have enough time to fulfill our contract with our endusers.

(5) We would ask you to try your utmost to effect shipment as per the original schedule.

(6) In compliance with the contract stipulations, we forwarded you by air a complete set of non-negotiable documents right after the goods were loaded.

(7) As soon as shipping space is booked, we shall advise you of the name of the ship.

(8) We have pleasure in informing you that the shipment of 5000 tons of chemical fertilizer under Contract No.37680 will be effected by the s.s Hong Qi, which is scheduled to leave here on March 20th. Please arrange insurance for this cargo.

(9) The goods have been packed and marked exactly as directed so that they may be shipped by the first ship available towards the end of this month.

(10) It is important that the goods be completed for delivery as stipulated in the L/C, say by 23th May. If not, you should be responsible for any loss that might be caused by the delay of shipment.

VII. Translate the following sentences into English orally.

(1) Is it possible to effect shipment during September?

(2) But our factories are fully committed for the third quarter.

(3) Make a special effort, please. A timely delivery means a lot to us.

(4) What about making Hong Kong the port of shipment instead of Swatow?

(5) We'll get in touch with our producers and see what they have to say.

(6) If shipment were effected from Tianjin, we could receive the goods much earlier.

(7) Anyway, we assure you that shipment will be made not later than the first part of April.

(8) Could you do something to advance your time of shipment?

(9) May I suggest that you put down in the contract "shipment on October 15 or earlier"?

(10) I see your point. But I'm very sorry to say that we cannot advance the time of delivery.

VIII.Writing.

Write a letter, asking a shipping agent to collect a consignment from your warehouse and make all arrangements for transportation to Cairo. Give imaginary particulars as to name of commodity, names of consignor and consignee and say who will take delivery of the consignment upon arrival.

Unit 8

Insurance

OBJECTIVES

- Understanding and writing the letters connected with insurance
- Reading and understanding the relative documents

REQUIREMENTS

- Getting knowledge of the relative documents
- Grasping the usual usage of professional words and sentences
- Grasping the professional terms of insurance

Introduction

Cargo insurance protection is an aid to commercial negotiations. It allows traders to proceed with confidence in the knowledge that each party of the transaction is properly protected. Basically, anyone who has insurable interest in a cargo shipment, i.e. anyone who would suffer a loss if the goods were damaged or destroyed or who would benefit from the safe arrival of the cargo, has a need for ocean cargo insurance. One of the reasons for this is the fact that ocean shipments are still exposed to a number of hazards. Damage or loss of cargo is, however, still a real possibility from such causes as heavy weather, tsunami, earthquake, fire, stranding, collision, moisture, theft, etc..

Insurance for international trading includes Overland Transportation Insurance, Air Transportation Insurance, Parcel Post Insurance and Marine Insurance. However, in most cases, Marine Insurance is of prime importance because the great majority of international trading cargoes are delivered by sea.

Specimen Letters

1. Asking for CIF Terms and Reply

1) Asking for CIF terms

Dear Sirs,

Referring to our Order No. 90, which is the 3 000 pairs of men's shoes, we wish to make it place on a CIF basis.

We shall be pleased if you will arrange to insure the goods against All Risks for 110% of the invoice value, i.e., US $28 000.

We sincerely hope that our request will meet with your approval.

Look forward to your early reply.

Yours faithfully,

2) Reply

Dear Sirs,

In reply to your letter of April 11th, we are very glad to inform you that we usually make deals on CIF basis, and your requirements could also be met sufficiently. If you still have any demands, please feel free to let us know.

Your close cooperation in this respect is highly appreciated.

Yours faithfully,



2. Request for Excessive Insurance and Reply

1) Request for excessive insurance

Dear Sirs,

Considering our deal is based on CIF clause and the products are valuable. W.P.A coverage is too narrow for a shipment of this nature, please extend the coverage to include TPND.

We sincerely hope that our request will meet with your approval.

Look forward to your early reply.

Yours faithfully,

2) Reply

Dear Sirs,

We have carefully considered your order of June 11th, and very glad to inform you that we would take out the coverage of TPND. We always have our customers' interest in mind. If you still have any demands, please feel free to let us know.

Your close cooperation in this respect is highly appreciated.

Yours faithfully,

3. Asking for Additional Insurance and Reply

1) Asking for additional insurance

Dear Sirs,

Re：the Order No.070519 for 5,000 Pairs of Men's Shoes

Thank you for your letter of May 17th, 2007, having insured the captioned shipment on our behalf against All Risks for US $28 000 at our cost.

But having in mind the special character of the goods, we shall be pleased if you will arrange to insure the goods on our behalf against Import Duty Risk besides All Risks.

I'm looking forward to your prompt reply.

Yours faithfully,



2) Reply

Dear Sirs,

Re：The Order No.070519 for 5000 Pairs of Men's Shoes

Thank you for your letter of May 18th, 2007, asking for us to cover the insurance of the captioned shipment against Import Duty Risk besides All Risks for your account.

We have insured the above shipment with the People's Insurance Company of China against All Risks and Import Duty Risk for 110% of the invoice value according to your demand. The policy is being prepared and will be forwarded to you by the end of this week together with our debit note for the premium.

Should you need any other help, please feel free to let us know. We hope we will have a good cooperation on this line in the future.

Yours sincerely,

4. Covering Insurance for the Buyer

Dear Sirs,

Re：The Order No.070517 for 5 000 Pairs of Men's shoes

We are pleased to confirm receipt of your letter of May 15th, 2007, asking for covering insurance of the captioned shipment for your account.

We have insured the above shipment with the People's Insurance Company of China against All Risks for 110% of the invoice value, i.e., US $28 000.The policy is being prepared and will be forwarded to you by the end of this week together with our debit note for the premium.

For your information, the goods will be shipped by S/S "East Wind", sailing on or about June 20th.

Yours sincerely,



5. Asking the Buyer to Cover Insurance

Dear Sirs,

Re：Your Order No.070501 for 5 000 Pairs of Men's Shoes

We are pleased to inform you that the Order No. 070501 for 5000 Pairs of Men's Shoes has been ready now. Since the business is concluded on FOB basis, the insurance should be arranged by you.

For your information, the goods will be shipped not later than May, 2007 by S/S "East Wind" and they will reach you at the later part of June. So you can cover insurance for the goods.

Should you need any other information, please feel free to let us know.

Best wishes.

Yours sincerely

Relative Documents

1. Insurance Policy

China Pacific Insurance Company Limited

Insurance Policy

Policy No.TB701581

This policy of insurance witnesses That China Pacific Insurance Company of China (hereinafter called "The Company")

At the request of_______________(hereinafter called "The Insured") and in consideration of the agreed premium paid to the company by the insured undertakes to insure the undermentioned goods in transportation subject to the conditions of this policy as per the clauses printed overleaf and other special clauses attached hereon marks & nos quantity description of goods amount insured

As per invoice No. US $131 170.00

BF-80285 1000 Cartons Bicycles

Total insured amount：USD One Hundred Thirty One Thousand One Hundred and Eighty Only

Conditions and special coverage：

All Risks and War Risk as per PICC

Dated 1/1/2002



The cover is effective at the latest from the date of loading on board.

Claims, if any, payable on surrender of this policy together with other relevant documents

In the event of accident whereby loss or damage may result in a claim under this policy immediate notice

Applying for survey must be given to the company's agent as mentioned hereunder:

Yewpea Insurance Co.

12TH FL., Uroney Plaza

Yokohama, Japan

The credit No：UCB/JR/268/98 Dated：08-Nov-02

Issuing bank：United Commercial Bank Ltd. Jubilee Road Branch

Claim Payable AT/IN Yokohama

Date 11-Jan-01 Shanghai Branch

General Manager

Tel：3234305 3217466-44 Telex：33128 PICCS CN.

Address：56 Zhongshan nan lu Road, Shanghai, China.

2. Certificate of Insurance

<table>
<tr><td rowspan="2">Gerling Konzern

Allgemeine
VERSICHERUNGS-AKTIENGESELLECHAFT</td><td colspan="3">Certificate of Insurance</td></tr>
<tr><td>Agency</td><td>Open Cover</td><td>Number</td></tr>
<tr><td>Address of Agency</td><td colspan="3">GERLING SERVICE NEDERLAND N.V.
Herengracht 520, 1017 cc Amsterdam / The Netherlands
Tel.：(20)5249213
Telefax：(20)6268093
Telegrams：Gerlingnet</td></tr>
<tr><td colspan="4">This is to certify that under the above-named open cover insurance is granted to

Order

For account of whom it may concern

Sum insured：USD123 046(USD one hundred twenty three thousand forty six only)</td></tr>
<tr><td colspan="4">Insured goods</td></tr>
</table>



Demineralized Whey Powder

Gross weight:	121 380.00 kgs
Net weight:	119 000.00 kgs
Shipping marks:	CH/99/66.908 -------------- Dalian China
Packing:	476 025kg in 4-ply paper sacks with inner polyethylene liner and big bags in 7×20' containers as per contract No. CH/99/66.908 and as per LC No. LC8230074/99

Insured Voyage

Place of commencement of insurance	To
Interior of Helsinki Finland	Dalian, P.R.C.
Via Rotterdam the Netherlands	By means of transport With m.v. Sea Nodica and Lindoe Maersk Shipping date September 15th, 1999

Conditions

(1) Marine Insurance (ADS) and Special Conditions for Cargo (ADS Guterversicherung 1973).

(2) Conditions of the above-mentioned open cover.

(3) From the conditions overleaf the following are applicable.

9, 10, 11

(4) Cover applies to the voyage between the places of commencement and termination of insurance mentioned above as per Warehouse to of _____ days after discharge from the ocean vessel at the part of destination.

(5) In addition:

Claims payable in China in currency of the draft, covering ocean marine transportation All risks, War risks.

Claims are payable to the bearer.

The certificate is made out in 3 originals. If a claims is paid against one of them the other(s) with be void.

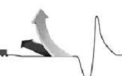
<table>
<tr><td colspan="2">Important instructions to be followed in case of loss or damage see overleaf</td></tr>
<tr><td>Claims Survey Agent (to be called in when claims exceed the amount of DM2000.- or counter value in other currency)

Huatai Insurance Agency &
Consultant Service Ltd.
115 Sidalin Road
Dalian China
Tel.: (411)2654528, 2630872
Fax: (411)2804558
Telex: 86222 picc cn</td><td>Date September 12th, 1999

GERLING KONZERN
ALLGEMEINE
VERSICHERUNGS-AKTIENGESELLSCHAFT</td></tr>
</table>

Notes

1. tsunami n. 海啸
2. insurable interest 可保利益
3. stranding n. 搁浅
4. collision n. 碰撞
5. Overland Transportation Insurance 陆路的运输保险
6. Parcel Post Insurance 包裹邮寄保险
7. Marine Insurance 海上货物运输保险
8. referring to, speak of,allude to 谈及到，提及
9. insure v. 保险
   the insurer 承保人，保险人，保险公司
   the insured 投保人，进出口交易中为货载投保的买方或卖方
10. deal n. 协议；(尤指)交易
    make/conclude/close/finalize a deal with sb. 与某人达成一笔交易
11. caption n. 标题
    captioned shipment 标题货物
12. on one's behalf 作为某人的代表或代言人；为了某人的利益
13. debit note 索款通知
14. premium n. 保险费
15. for one's account 由某人承担
16. PICC People's Insurance Company of China 中国人民保险公司
17. 各种保险：
    the principal perils 基本险



FPA(Free From Particular Average) 平安险
WPA 水渍险
all risks 一切险
war risk 战争险
additional risks 附加险
general additional risks 一般附加险
theft, pilferage & non-delivery(TPND) 偷窃、提货不着险
fresh of shortage 短量险
fresh water/rain damage (FWRD) 淡水雨淋险
risk of intermixture &contamination 混合玷污险
risk of leakage 渗漏险
risk of clash & breakage 碰损破碎险
risk of odor 串味险
damage caused by heating & sweating 受热、受潮险
hook damage 钩损险
loss for damage by breakage of packing 包装破损险
risk of rust 锈损险
special additional risks 特殊附加险
strike risk 罢工险
on deck risk 舱面险
import duty risk 进口关税险
reject risk 拒收险
aflatoxin risk 黄曲霉素险
failure to deliver risk 交货不到险

18. insured amount 保险金额
19. insurance applicant 投保人
20. premium rate 保险费率

Supplementary Reading

1. Useful Sentences

(1) I have come to explain that unfortunate affair about the insurance.
我是来解释关于这件保险的不幸事件的。

(2) I must say that you've corrected my ideas about the insurance.
我该说你们已经改变了我对保险的看法。

(3) This information office provides clients with information on cargo insurance.
这个问询处为顾客提供大量关于货物投保方面的信息。

(4) The underwriters are responsible for the claim as far as it is within the scope of cover.
只要在保险责任范围内，保险公司就应负责赔偿。

(5) The loss in question was beyond the coverage granted by us.
损失不在我方承担的范围内。

(6) The extent of insurance is stipulated in the basic policy form and in the various risk clause.
保险的范围写在基本的保险单和各种险别的条款里。

(7) Please fill in the application form.
请填写投保单。

(8) What kind of insurance are you able to provide for my consignment?
贵公司能为我的这批货保哪些险呢?

(9) It's better for you to read the leaflet, and then make a decision.
你最好先看看说明书，再决定保什么险。

(10) These kinds of risks suit your consignment.
这些险别适合你要投保的货物。

2. Shipping Documents

Insuring Your Shipment

When shipping to a foreign market, cargo insurance is strongly recommended. It is essential if the terms of sale require the exporter to arrange for insurance, for example a C.I.F. contract (cost, insurance, freight). In any event, the cost of cargo insurance is nominal in most cases, amounting to less than 1% of the value of the shipment and the freight bill.

With the proper insurance policy, exporters can recover losses if their shipments are accidentally lost, stolen, damaged or delayed, although the extent of recovery will depend on the type of insurance purchased. Without insurance, an exporter could have no recourse. Unfortunately, insurance does not cover the possible loss of a customer, who may shift to another source of supply because the goods ordered do not arrive in a usable condition or are late in arriving.

When buying insurance, the exporter should consider several things, such as the amount of coverage (all risks or limited), time of year, route and destination port (the North Atlantic during the winter months can be treacherous; some ports can have higher than usual rates of pilferage), the loss and damage record of competing carriers, and cargo stowage and packing.

Insurance should be viewed as part of the total rate and service package that the carrier (or forwarder) offers, so don't treat insurance in isolation. Even though a carrier may have an impeccable record, there is always an element of risk and exporters should protect themselves against this risk.

Moreover, insurance coverage is part of a carrier's marketing strategy. It is more than likely that cost, coverage and the number of loss and damage claims will vary from carrier to carrier, so ask several and compare. Ask the carrier, whether it is a rail, motor, marine or intermodal carrier, what it charges for insurance, what the insurance covers, the deductible (if any) and how claims are handled.

This suggests that the first step in insurance selection is to ask the carrier about its loss and



damage record. Ask other exporters or, if you are a member of an organization such as the Canadian Industrial Transportation Association, ask if it has any record on a particular carrier.

Before exporting, make clear that the terms of sale specify who is responsible for arranging insurance. For example, an exporter selling "C.I.F." will be responsible for arranging and paying for freight insurance. In many transactions, it is common for Canadian exporters, even those selling "F.O.B." or "F.A.S.", to control or arrange for marine insurance.

Which kind of insurance the exporter should buy depends on the mode of transport selected, as certain levels are established according to legal requirements. Railway carriers are completely responsible for loss and damage to cargo. Motor carriers are responsible for $2.00 per pound, but will provide full coverage for a fee of 1% of the value of the load. Ocean carriage is limited to $500 per package, which is frequently below the value of the shipment. Consequently, the exporter must arrange for coverage separately. Exporters should be aware that there are certain exceptions which override the carrier's liability, such as "Acts of God" or a defect in the goods.

Obviously, for highway/ocean shipments or intermodal shipments moving partly by a marine carrier, full coverage may require the purchase of separate insurance from each carrier. For shipments that involve ocean carriage, it is recommended that exporters include an "all risks" clause.

Insurance can be arranged directly with a carrier, an insurer, an insurance broker or agent or through a freight forwarder or customs broker. Whether you purchase from a carrier or a third party, make sure that the insurance purchased covers the entire journey, that is from the time it leaves your plant or warehouse until it is in the importer's warehouse. In some instances, a carrier will provide coverage only while it is handling the shipment.

It should be noted that this discussion is meant for shipments of general freight and for lost or damaged cargo. Insurance for products such as dangerous goods and hazardous wastes are covered by separate insurance regimes. Responsibility for issues such as cleanup costs in the event of an accident involving your goods is not covered.

Exercises

I. Fill in the blanks with prepositions and then translate the following into Chinese.

(1) We shall provide insurance coverage ______ your cost.

(2) Insurance is to be covered ______ the buyers.

(3) They have insured the above shipment with the PICC______ All Risks and Import Duty Risk for 110% of the invoice value according ______ your demand.

(4) A trader can not insure ______ a risk which can not be calculated, such as shoes which suddenly go ______ ______ fashion and which no one wants to buy.

(5) We therefore had the case opened and the contents examined ______ a local insurance surveyor ______ the presence of the shipping company's agents.

(6) Since the premium varies with the extent of insurance, extra premium is ______ the buyers' account should additional risks be required.

(7) Please insure FPA ______ your end.

(8) We generally insure WPA______ CIF sales.

(9) Please cover the goods ________ War Risk.

(10) We will effect insurance ________ your behalf.

II. Fill in the blanks of the following letter.

Dear Sirs,

Re：Our Order No.101 for 5000 Pairs of Men's Shoes

We wish to refer you ______ our Order No.101 for 5000 pairs of men's shoes, from ______ you will see that this order is placed ______ a CFR basis.

As we now desire to______ the shipment insured ______ your end ,we shall be pleased if you will arrange to ______ the goods on our behalf ______ All Risks for 110% of the invoice value , i.e., US $28 000.

We shall refund you the premium ______ receipt of your debit note or, if you like, you may draw on us at sight ______ the amount required.

We sincerely hope that our request will meet ______ your approval.

Yours faithfully,

The Ali Trading Corp.

(Signature)

Manager

III. Choose the appropriate words to fill in the blanks.

insured, covers, insurance, coverage, cover, against, liable, limitations, as, inclued

(1) May I ask what exactly insurance _______ according to your usual C.I.F terms?

(2) It's important for you to read the "fine print" in any insurance policy so that you know what kind of __________ you are buying.

(3) The _________ paid for will vary according to the type of goods and the circumstances.

(4) The rate quoted by us are very moderate. Of course, the premium varies with the range of __________.

(5) According to co-insurance clauses, the __________ person must pay usually 20 percent of the total expenses covered.

(6) We can serve you with a broad range of coverage __________ all kinds of risks for sea transport.

(7) If the benefits provided under a certain policy have a dollar limitation for each service, you should determine whether these ___________ are realistic.

(8) W.P.A coverage is too narrow for a shipment of this nature, please extend the coverage to __________ TPND.



(9) The English understand by "marine risks" only __________ risks incident to transport by sea.

(10) Generally, the term "all marine risks" is ________ to be misinterpreted and its use should be avoided in L/C.

IV. Translate the following sentence orally.

(1) We are able to cover all kinds of risks for transportation by sea, land and air.

(2) We won't have such a risk included, as it is not stipulated in the Ocean Marine Cargo Clauses.

(3) Do you cover risk other than W.P.A. and War Risk?

(4) As a rule, the extra premium involved will be for buyer's account.

(5) Please note that our insurance coverage is for 110% of the invoice value only.

(6) How long is the period from the commencement to termination of the insurance?

(7) We adopt the warehouse-to-warehouse clause that is commonly used in international insurance.

(8) According to international practice, we do not insure against such risks unless the buyers call for them.

(9) Breakage is a special risk, for which an extra premium will have to be charged.

(10) Because they aren't delicate goods and not likely to be damaged on the voyage.

V. Translate the following into English.

(1) 通常的保险金额为发票金额的 110%，如果贵方要求更大的保险金额比例，贵方就得承担额外的保费。

(2) 我们对 50 公吨羊毛按发票总额的 110%投了平安险。

(3) 欣告贵方，456 号合同项下的铁丁货物将由和平轮装运，预期于 5 月 12 日从日本起航，请办理货物保险。

(4) 如果贵方希望如此，我方将对货物投保，费用由贵方负责。

(5) 请对货物在运输途中的损失投保，费用由我方承担。

(6) 请贵方立即告诉我们对该批货物要投保的详细险别，在我们没有收到客户明确通知的情况下，我们一般投保水渍险。

(7) 如果你想投保特殊险别，将向你收取额外的保费。

(8) 该险别的保险费是 0.25%。

(9) 保险公司保这种险有 5%的免赔额。

(10) 货船装船后，你必须找保险公司为货物投保。

VI. Translate the following into Chinese.

(1) The insurance rate for such kind of risk will vary according to the kind.

(2) Insurance brokers will quote rates for all types of cargo and risks.

(3) You should study not only the benefits but also the terms and limitations of an insurance agreement that appears best suited to your needs.

(4) Generally speaking, aviation insurance is much cheaper than marine insurance.

(5)Then "all marine risks" means less than "all risks".

(6) In the insurance business, the term "arrange" simply means "loss" in most cases.

(7) We can serve you with a broad range of coverage against all kinds of risks for sea transport, such as Free of Particular Average (FPA), With Particular Average (WPA), All Risks and Extraneous Risks.

(8) WPA plus Risk of Breakage suit your consignment.

(9) The premium is calculated according to the premium rate or rates for risks to be covered.

(10) They will undertake to compensate you for the losses according to the risks insured.

VII. Writing.

Write a letter, replying the enquiry of offering Insurance Coverage. Tell them according to the usual practice, this kind of commodities is covered by FPA. If they require having their shipment against other risks, the extra premium will be on their account.

Unit 9

Complaint, Claim & Settlement

OBJECTIVES

- Understanding and writing the letters connected with complaint, claim & settlement
- Translating the letters connected with complaint, claim & settlement

REQUIREMENTS

- Grasping the usual usage of professional words, expressions and sentences
- Knowing both the Chinese and English meanings of the professional words and expressions

Introduction

On execution of a sales contract, both parties to the contract must strictly perform their respective obligations. If one of the parties breaches the contract, the other may run into trouble, or suffer great losses. In this case, the affected party is entitled to request the defaulter to make up his losses according to the relevant provision under the contract. The request, which is made by the affected party, is called a "claim", and the party responsible for the losses or damage takes measures to deal with the claim is called "settlement of claim". However, the affected party, in consideration of the good relation with the other party, or the loss incurred being a minor one, sometimes does not lodge a claim against the suppliers, but rather than request him to make sure that such things will not happen again. This is a "complaint" rather than a claim.

Generally speaking, a complaint may arise from any of the following situations.

(1) The wrong goods may have been sent.

(2) The quality may not be satisfactory.

(3) The goods may have been delivered damaged or late.

(4) The prices charged may be excessive, or not as agreed.

When the amount of money involved is large, the party who suffers will lodge a claim against the other for compensation on the strength of a survey report or other official documents supporting the claim.

How does the affected party make his claim so that he gets the best adjustment he desires? A claim letter should be planned as follows.

(1) Begin by regretting the need to complain.

(2) Mention the date of the order, the date of delivery and the goods complained about.

(3) State the reasons for being dissatisfied and ask for an explanation.

(4) Refer to the inconvenience caused.

(5) Suggest how the matter should be put right.

(6) Close courteously with a request for prompt action.

Reply to complaint and claim should always be courteous, even if the complaint or the claim is unfounded; the sellers should not repudiate the claim until they have good and reliable ground to do so.

Suppose you are the seller, the following rules are to be noted when dealing with a claim.

(1) The first thing that has to be decided is whether the claim is justified. If so, then you have to admit it readily, express your regret and promise to put matters right.

(2) If the claim is not justified, point this out politely and in an agreeable manner. It would be a wrong policy to refuse the claim offhand.

(3) If you can not deal with a claim promptly, acknowledge it at once. Explain that you are



looking into it and that you will send a full reply later.

(4) All claims should be treated as serious matters and thoroughly investigated.

(5) The close of the letter should be positive, i.e., with the assumption that all is forgiven and normal relationship can be resumed.

There is no need for the sellers to go into a long story of how the mistake was made and a short explanation may be useful.

Specimen Letters

1. Complaint Concerning Wrong Goods Delivered

Dear Sirs,

<u>Our Order No.1314</u>

We duly received the documents and took delivery of the goods in arrival of s. s. "Seafarer" at Hamburg.

We are much obliged to you for the prompt execution of this order. Everything appears to be correct and in good condition except in Case No.67.

Unfortunately, when we opened this case we found it contained completely different articles, and we can only presume a mistake was made and the contents of this case were for another order.

As we need the articles we ordered to complete deliveries to our new customers, we must ask you to arrange for the dispatch of replacements at once. We attach a list of the contents of Case No.67, and shall be glad if you will check this with our order and the copy of your invoice.

In the mean time, we are holding the above mentioned case at your disposal. Please let us know what you wish us to do with it.

Yours faithfully,

2. Complaint for Late Delivery and Reply

1) Complaint for late delivery

Dear Sirs,

Re：Our Order No.222, 1000 Sets of Copy Machines

Please note that we have repeatedly requested you by letters to effect shipment in time. To our disappointment, however, we received no response from you before yesterday.

We receive your shipping advice today. But the contracted time of delivery is overdue. You may be aware that your continued silence has placed us in an awkward position. As you failed to make delivery in time, our customers have to turn to other suppliers. Consequently, we have no choice but to cancel our order with you. In the meantime, we reserve the right to lodge a claim on you for our losses incurred.

We have no wish to embarrass you and hope you will understand how we are placed and all possible steps will be taken by you to avoid any recurrence of similar nature in your future dealings.

Yours faithfully,

2) Reply to complaint for late delivery

Dear Sirs,

Re：Our Order No.222, 1000 Sets of Copy Machines

Thank you for your letter regarding your order No.222. We are very much sorry to hear that you have to cancel the order.

Personnel adjustment in our corporation caused the goods delay in delivery, which have brought you inconvenience and losses. We apologize for our faults. You may be rest assured that we will compensate you for the loss caused by our late delivery.

We hope all our efforts can give you a satisfactory reference that we do not want to lose you as our customer.

We look forward to your continuing order.

Yours faithfully,



3. Claim for Inferior Quality and Reply

1) Claim for inferior quality

Dear Sirs,

After carefully examining the dress materials supplied to our order of June 2nd, we are surprised and disappointed at their quality. Obviously, they do not match the samples you sent us. Some of them are so poor that we cannot help feeling there must have been some mistake in making up the order.

The materials are quite unsuited to the needs of our customers and we have no choice but to ask you to take them back and replace them by materials of the quality ordered. If this is impossible, then we are afraid we shall have to ask you to cancel our order.

We have no wish to embarrass you if you can replace the materials we are prepared to allow the stated time for delivery to run from the date you confirm that you can supply the materials we need.

Yours faithfully,

2) Reply to the above

Dear Sirs,

We very much regret to learn from your letter of June 20th that you are not satisfied with the dress materials supplied to your order No.886.

From what you say it seems possible that some mistakes have been made in our selection of the materials meant for you and we are arranging for our sales manager in your area, Mr. Zhang, to call on you later this week to compare the materials supplied with the samples from which you ordered them.

If it is found that our selection faulty, then you can most certainly rely on us to replace the materials. In any case, we are willing to take the materials back and, if we can not supply what you want, to cancel your order, though do this reluctantly since we have no wish to lose your customer.

Yours faithfully,

4. Claim for Short-weight and Settlement

1) Claim for short-weight

Dear Sirs,

Claim for Short-land Fertilizers under S/C No.6543

Further to our fax dd. August 26th August reading: CHEMICAL FERTILIZER 36 BAGS BROKEN MATERIAL IRRETRIEVABLY LOST SHORT W/T ESTIMATED 1530 LBS AWAITING SURVEY REPORT.

We have just received the Survey Report from the Tianjin Commodity Inspection Bureau evidencing the broken bags being due to improper packing, for which the suppliers are definitely responsible. On the strength of the TCIB's Survey Report we hereby register our claim with you as follows：

Our claim on short-delivered quantity	￡357.00
Plus survey charges	￡25.00
Total amount of claim	￡382.00

Survey Report No. TE(06)305 is enclosed and we look forward to your settlement at an early date.

Encl.

Yours faithfully,

2) Settlement

Dear Sirs,

Your Claim on 1 000 M/T Chemical Fertilizers

With reference to your letter of September 6th, in which a claim was lodged for a short delivery of 1 540 lbs Chemical Fertilizers，we wish to express our deepest regret over the unfortunate incident. You must have had many difficulties in meeting the orders of your clients.



After check-up by our staff at the warehouse in Glasgow, it was found that some 10 bags had not been packed in 5-ply strong paper bags as stipulated in the contract thus resulting in the breakage during transit. This was due entirely to negligence on the part of the warehouse manager for which we, the exporters, tender our apologies.

In view of our long-standing relations of which, we trust, there is a good prospect of further development we will make payment by cheque for ￡382.00, the amount of claim, into your account with the Bank of China, upon receipt of your agreement.

We hope this matter will not affect our good relations in future dealings.

Yours faithfully,

Notes

1. complaint　n. 诉苦，抱怨，牢骚，委屈，疾病

   complain　vt./vi. 抱怨，责难

   One of our customers complains that the products are over priced.我们的一个客户抱怨说这些产品定价太高。

   We've received a number of complaints about the poor quality of the goods you deliver. 我们收到了许多关于你方供货质量差的投诉。

   Do you have any grounds for complaint? 你的投诉有什么根据吗？

2. claim

   (1) n.(对权利等的)要求，索赔，索款，索汇。通常与动词 lodge、file、make、raise、register、make、put in 搭配使用。索赔对象前常用介词 against、with 或 on；索赔的原因前用 on、for 或 on account of。

   to claim against sb. 向某人索赔

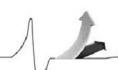
   to claim on sth. 为某货物索赔

   to claim for 为某原因索赔

   to claim for 索赔……金额

   例如：to lodge/file/enter/register/make/raise/put in a claim against/with sb. on a certain shipment for a certain reason for amount of money…对于某批货物由于某种原因向某人提出金额为……的索赔。

   I'm afraid we'll have to lodge a claim against you on your last shipment for US $1 000 for inferior quality. 恐怕我们不得不对你方上批劣质船货向你方提出 1 000 美元的索赔。



(2) vt. 索赔，索汇，索款；要求(应得)权利；声称，主张
(3) vi. 索赔，提出要求

3. survey report　检验报告
4. settlement　n. (争执、纠纷等)解决；(账款)偿付，(账目)结算
5. took delivery of　提货
6. s. s.　轮船，即 steamer ship 的缩写
7. execution　n. 完成，执行
8. be obliged to sb.　感谢某人
9. replacements　n. 替换，调换；调换的物品，补充的货物
10. at one's disposal　由某人支配/处理

    As to when we should start the negotiations, we're at your disposal. 至于什么时候开始谈判，我们听你们的。

11. place sb. in an awkward position　使某人处于尴尬的境地
12. reserve the right to do sth.　保留做某事的权力
13. make up　v. 弥补，虚构；补足，拼凑
14. rely on　依赖，依靠
15. a short delivery　短交；交货短量，交货短额
16. lbs. = pounds 磅
17. evidence　n./vt. 证据，证明

    You must produce evidence in support of your claims. 你必须提供证据来支持你的索赔。

    Have you any evidence for the short-delivery? 你有什么证据能证明短交吗？

    We can provide a clean bill of lading, which evidences that the damage must have occurred during the long sea voyage. 我们可以提供清洁提单，它能证明货损肯定发生在长途海运过程中。

18. inconvenience　n. 不便

    We apologize for any inconvenience caused by the late arrival of the goods.我们为货物晚到造成的一切不便表示歉意。

Supplementary Reading

1. Useful Sentences

(1) I'm afraid you should compensate us by 5% of the total amount of the contract.
贵公司要赔偿我方合同全部金额的 5%。

(2) I propose we compensate you by 3% of the total value plus inspection fee.
我想我方赔偿贵方 3%的损失，另外加上商检费。

(3) We regret for the loss you have suffered and agree to compensate you by US $500.
我们对你方遭受的损失深表歉意，同意向你们赔偿 500 美元。

(4) We register a claim for US $200.
我们提出索赔 200 美元。



(5) The Australian Company agreed to compensate us for the defective watches by 4% of the total value.
澳大利亚一家公司同意就有缺陷的手表向我们赔偿总价值的 4%。

(6) Claim on short-weight is caused by packing damage or short-loading.
短重索赔是由包装破损或短装引起的。

(7) Claim on delayed shipment is that sellers fail to make the delivery according to time schedule.
延期索赔是对卖方没有按时装运货物而提出的索赔。

(8) Claim on quality originates from inferior quality of goods or quality changes. 品质(质量)索赔是在货物质量低劣或是质量改变的条件下发生的。

(9) As our shipping documents can confirm that the goods were in perfect condition when they left here, and that show they were damaged in transportation. Therefore, we cannot give our consideration to your claim.
由于我们的装运单据能确认货物离开此地时完好无损，显然货物是在运输过程中损坏的，因此，我方不同意你方的索赔。

2. A Practical Case of Claim

A Chinese export company sold 25 metric tons of donkey meat to an Australian client. As stipulated in the contract, the goods were to be packed in 1 500 boxes with a net weight of 16.6 kilos per box. If the goods were packed according to stipulations, the total weight was 24.9 metric tons, the remaining 100 kilos might not be delivered. But, when the goods arrived at Australian port, the Australian client checked them and found that each box contained 15.5 kilos. Therefore, this shipment amounted to 23.25 metric tons. However, the goods totaled 24.9 M/T in weight on all the documents, and the payment was also effected against 24.9 M/T. Thus, there were 1 650 kilos donkey meat short delivered. Consequently, a claim was lodged by the Australian client for a short delivery of 1 650 kilos donkey meat for amount of US $37 950. After examination, the exporter found that the short-delivered goods is due to the fault of the person in charge of packing. So, the exporter had no choice but to compensate for the Australian client.

Exercises

I. Fill in the blanks with preposition and then translate the following into Chinese.

(1) We are lodging a claim______ the shipment ______ s. s. "Chunlan" ______ short delivery.

(2) _____ the arrival of the goods, our surveyor re-inspected them carefully.

(3) We are _____ the opinion that the damage occurred in transit.

(4) The goods arrived _____ bad condition and our clients refused to accept them _____ a result.

(5) As our clients are _____ urgent need of the goods, we hope you can ship them _____ delay.

(6) It is obvious that the damage was caused _____ inadequate packing.

(7) We are sorry to hear that the goods you received are not ______ the quality expected.

(8) We have received many complaints ______ the customers concerning the watches supplied _____ you under our order No. 22.

(9) Your claim has been passed on ______ our insurance company, who will get ______ touch ______ you soon.

(10) It would be unfair if the loss be totally imposed _____ us as the liability rests _____ both parties. But we are ready to meet you half way, i.e. to pay 50% of the loss only.

II. Fill in the blanks of the following letter.

Dear Sirs,

Thank you for your letter dated May 20th, in _____ you lodge a claim _____ the faulty operation of the newly delivered copy machine.

We are very much sorry ______ the difficulties you have encountered, and have requested Mr. Su, our sales manager in your city, to call you to ______ a necessary time when he may call on and carry out the effective ______ under the manufacturer's guarantee.

We would like to ______ you that HP range ______ a well-earned reputation for overall reliability in service. I'm, therefore, ______ that once the faulty machine has been adjusted, you will have no further cause for ______.

We trust this unfortunate error will not adversely ______ our future transaction.

Yours faithfully,

III. Choose the appropriate words to fill in the blanks.

By, for, on, after, through, up to, as, upon, in

(1) They made a claim ______ us for the damage.

(2) The shipping company must be responsible ______ the goods damage in transit.

(3) We are sorry to hear that the goods you received are not ______ the quality stipulated in contract.

(4) The goods under Order No. 223 are so badly damaged ______ consequence of careless packing that we can not sell them.

(5) ______ examinations we found that the goods do not agree the original.

(6) Your claim should be supported ______ sufficient evidence.

(7) In view of the long business relations between us, we agree to solve the dispute ______ friendly discussions.



(8) The survey report issued by China Commodity Inspection Bureau will be taken ______ final and binding ______ both parties concerned.

IV. Choose the right words to complete the sentences.

(1) The machines were badly rusted. Therefore they cannot be _____ into regular service.
A. put B. placed C. seated D. thrown

(2) Once you receive our letter of complaint, we hope you can give _____ attention to the case.
A. prompt B. quick C. time D. immediately

(3) Finally, the exporter agreed to accept _____ responsibility for the incident and promised to replace all the wrongly delivered goods.
A. full B. little C. some D. no

(4) The packing are insufficient and the _____ leak out considerably.
A. inside B. material C. goods D. contents

(5) A close inspection and a careful test by Shanghai Entry-Exit Inspection and Quarantine Bureau showed that some amplifiers(扩音器)are _____ damaged.
A. badly B. bad C. perfect D. well

(6) We have a clean bill of lading to prove that the goods were received by the carrier in _____ condition. Therefore, they must have been damaged en route.
A. badly B. terrible C. well D. perfect

(7) You can approach _____ the insurance company _____ the shipping company for claim, as the liability rests with them.
A. neither, nor B. both, and C. either, or D. either, nor

(8) Please inform us at once whether you can deliver the goods by the end of July. If you cannot, we shall have to _____ the order.
A .place B. advance C .cancel D. return

(9) From the day we paid you the first sum by T/T, two months have passed but we have not yet received the shipping _____ from you.
A. suggestion B. opinion C. comment D. advice

(10) We _____ cancel the order and lodge a claim against you for $10 000 as a result of your non-delivery of our order.
A. compel to B. are compel to
C. are compelled to D. have compelled to

V. Translate the following into English.

(1) 希望贵方尽快更换错发的商品。
(2) 复验后发现，你方发来的货物质量与合同规定不符。
(3) 买方向船方提出金额为$800 的索赔。
(4) 很遗憾，你方发来的货物短装 360 千克。
(5) 请立即处理此事，并注意不可再拖延交货。

(6) 我公司对产品质量一向实行严格控制，因此，到现在为止我们还没有收到客户投诉。
(7) 合同中规定索赔要在货物到达目的地之后立即提出。
(8) 我们同意通过降低我们新合同的价格来弥补你们的损失。
(9) 我方已与承保人联系了，但他们拒绝任何责任。他们把损失归咎于长时间海运途中的潮湿天气。
(10) 我方坚持你方用完好无损的货物调换有瑕疵的货物。

VI. Translate the following into Chinese.

(1) Please claim on our behalf against the ship-owners who are evidently responsible for the loss.
(2) Claims, if any, should be settled against the survey report from China Commodity Inspection Bureau.
(3) We are unable to accept the shipment which we received from you today, as they had been completely smashed when they reached us.
(4) We enclose our check in amount of $3 000 in final and complete settlement of this claim.
(5) Wrongly delivered the goods is the fault of our persons in charge of packing.
(6) Your goods reached us quite late. As a consequence, we lost the golden opportunity of capturing the whole European markets.
(7) Several cases have fallen to pieces. And we impress upon you the necessity of replacements as soon as possible.
(8) Your complaint about the delay in shipment has been noted and we are really very sorry that we have not been able to ship your order on time because of the late arrival of some of the raw materials.
(9) The evidence you have provided is inadequate. Therefore we can not consider your complaint.
(10) Your shipment of our Order 367 has been found short-weight by 300 kilos, for which we must file a claim of $800 including the inspection fee.

VII. Translate the following sentences into English orally.

(1) I do hope this mishap will not stand in the way of our future business.
(2) We had the goods inspected immediately when they arrived, and a shortage of 500 kilos was found.
(3) We will have to reject your claim as the liability does not rest with us.
(4) The goods were badly damaged upon arrival and they are unsaleable.
(5) You have evidently sent us the wrong goods, and, as we are in urgent need for the goods that we order, this error has caused us much inconvenience.
(6) As you know, the demand for these goods is seasonal. We shall, therefore, be compelled to cancel this order and buy elsewhere.
(7) The non-execution of our order has put us in a tight corner. Therefore, we ask for a reasonable compensation.



(8) Our users are complaining a lot that your delivery does not turn out to our expectation.

(9) If you can supply silk and woolens of novel design and high quality, we would place a substantial order.

(10) The report showed that the packing was inadequate.

VIII. Writing.

Write to your suppliers explaining that in a delivery of metal wastepaper bins twenty-eight were slightly dented or badly scratched and you have had to sell them at a price considerably below the recommended retail selling price. Submit a claim for the difference between the recommended retail price and the price at which the damaged bins were actually sold.

Unit 10

Agency

OBJECTIVES

- Understanding and writing the letters connected with agency
- Reading and understanding the relative readings about agency

REQUIREMENTS

- Knowing the major types of agents
- Grasping the usual usage of professional words and sentences
- Grasping the professional terms of agency



Introduction

It is well known that many transactions in international trade are handled not by direct negotiation between buyers and sellers but by agencies, usually in the country of the buyer. It is more convenient and economical for a foreign trade company to do their buying and selling business through agencies abroad, because a foreign agent is well familiar with the market conditions in which he will operate, and he knows what goods and what prices are best suited to his area.

There are mainly two types of agents: general agent and sole or exclusive agent. A general agent may be a firm or a person who acts under instructions from his principal to sell or buy on the best terms obtainable. He charges a commission for his services under certain agreement or contract. Similar to a general agent, a sole agent, also called exclusive agent, may be a firm or a person who acts for his foreign principal with exclusive agent rights to sell in a certain area on a commission basis certain commodities supplied by the principal under some agreement. The sole agent will not sell other goods that compete with the principal's, and for a general agency there is no such undertaking.

Specimen Letters

1. Application for Agency and Reply

1) Application for Agency

Dear Sirs,

We take the liberty to write you this letter to ask if you are already represented in South Korea, as we are interested in acting as your sole agent for the sale of your bicycles both for adults and for children in our country.

We are one of the largest, long-standing establishments in all kinds of machines. We have better knowledge of the market here and good business relations with the domestic wholesalers and the leading retailers. We visited your stand at Shanghai Bicycle Exhibition the other day. And we think the high quality, attractive design and reasonable prices of your bicycles will appeal to our customers. We feel confident that if you give us any opportunity to deal in your goods, the result will be entirely satisfactory to both of us. We handle a couple of other agencies, but they are in non-competing lines.

As to our financial standing and reliability, we wish to refer you to our bank and the other manufactures which we cooperate with. They will offer you the first-class references that prove us agents of highest integrity.

We are looking forward to your favorable reply.

Yours sincerely,

2) Reply

Dear Sirs,

We thank you for your letter dated March 10th, recommending yourself to be our sole agent for bicycles in South Korea.

We appreciate your offering. However, to be frank, we have to say that it would be premature to consider the matter of agency at this stage when we know a little about your company and your future volume of business.We are of the opinion that it would be better for both of us to try out a period to see how things go. Also it would be necessary that you build a certain turnover to justify the agency arrangement.

Therefore, we think it advisable to postpone the matter until your future sales warrant such a step. We hope our views will be shared by you and we will make joint efforts to enhance our happy cooperating relationship.

Yours faithfully,

2. Appointing Sole Agent

Dear Sirs,

Sole Agency for Chinese Embroideries in Sweden

We have received your letter of April 15th and are favorably impressed with the proposal you make. After our serious consideration, you are kindly informed that we have decided to appoint you the sole agency for Chinese Embroideries in the territory of Sweden.



The Agency Agreement has been drawn up for duration of one year, automatically renewable on expiration for a similar period unless a written notice is given to the contrary. Enclosed you will find a copy of the draft. Please go over the provisions and inform us whether they meet with your approval.

We shall do all in our power to assist you in establishing a mutually beneficial trade.

Yours faithfully,

3. Confirmation of Agency Terms of Sole Agent

Dear Sirs,

It is our pleasure to learn from your letter of September 10th that you are willing to entrust us with your sole agent for marketing Chinese Embroideries in Sweden.

We have gone over the detailed terms in your Agency Agreement and now confirmed them as follows.

(1) That the agency commences on January 1st, 2008 and is terminated on January 1st,2009, subject to renewal.

(2) That the agency is a sole agency for marketing Chinese Embroideries in Sweden.

(3) That we undertake not to handle competing products of other local manufacturers while the sole agency agreement remains in force.

(4) That you pay us quarterly a commission at 5% based on the total sales of your goods in Sweden.

(5) That all accounts are settled at the end of each year.

(6) That we keep a full range of your products in our showrooms.

It will be appreciated if you send us the formal Agency Agreement at your earliest convenience.

Yours faithfully,

Relative Documents

A Specimen Agency Agreement

No. :

Date:

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1. Contracting Parties

Supplier (hereinafter called "Party A")

Agent (hereinafter called "Party B")

Party A hereby appoints Party B to act as his selling agent to sell the commodity mentioned below.

2. Commodity and Quantity or Amount

It is mutually agreed that Party B shall undertake to sell no less than…of the aforesaid commodity in the duration of this Agreement.

3. Territory

In …only.

4. Confirmation of Orders

The quantities, prices and shipments of the commodities stated in this Agreement shall be confirmed in each transaction, the particulars of which are to be specified in the Sales Confirmation signed by the two parties.

5. Payment

After confirmation of the order, Party B shall arrange to open a confirmed, irrevocable L/C available by draft at sight in favor of Party A within the time stipulated in the relevant S/C. Party B shall also notify Party A immediately after L/C is opened so that Party A can get prepared for delivery.

6. Commission

Upon the expiration of the Agreement and Party B's fulfillment of the total turnover mentioned in Article 2, Party A shall pay to Party B…% commission on the basis of the aggregate amount of the invoice value against the shipments effected.

7. Reports on Market Conditions

Party B shall forward once every three months to Party A detailed reports on current market conditions and of consumers' comments. Meanwhile, Party B shall, from time to time, send to



Party A samples of similar commodities offered by other suppliers, together with their prices, sales information and advertising materials.

8. Advertising & Publicity

Party B shall bear all expenses for advertising and publicity within the aforementioned territory in the duration of this Agreement and submit to Party A all patterns and/or drawings and description for prior approval.

9. Validity of Agreement

This Agreement, after its being signed by the parties concerned, shall remain in force for …days from …to …If either party wishes to extend this Agreement, he shall notice, in writing, the other party one month prior to its expiration. The matter shall be decided by the agreement and by consent of the parties hereto. Should either party fail to implement the terms and conditions herein, the other party is entitled to terminate this Agreement.

10. Arbitration

All disputes arising from the execution of this Agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade for arbitration in accordance with its provisional rules of procedure. The decision made by this Commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

11. Other Terms & Conditions

(1) Party A shall not supply the contracted commodity to any other buyer(s) in the above mentioned territory. Direct enquiries, if any, will be referred to Party B. However, should any other buyers wish to deal with Party A directly, Party A may do so. But Party A shall send to Party B a copy of Sales Confirmation and give Party B …% commission on the basis of the net invoice value of the transaction(s) concluded.

(2) Should Party B fail to pass on his orders to Party A in a period of …months for a minimum of …, Party A shall not bind himself to this Agreement.

(3) For any business transacted between goverments of both parties, Party A may handle such direct dealings as authorized by Party A's government without binding himself to this Agreement. Party B shall not interfere in such direct dealings nor shall Party B bring forward any demand for compensation there from.

(4) This Agreement shall be subject to the terms and conditions in the Sales Confirmation signed by both parties hereto.

This Agreement is signed on …at …and is in two originals, each Party holds one.

Party A:	Party B:
(Signature)	(Signature)

Notes

1. agency n. 代理处(可数)；代理关系，代理，代理权(不可数)

   代理在法律上指一人授权另一人代理他行动的关系。前者称为委托人(principal)，后者称为代理人(agent)。

   sales agent 销售代理人

   purchasing agent 采购代理人

   sole (exclusive) agent 独家代理人

   commission agent 佣金代理人

   manufacturer's export agent 厂家出口代理人

   general agent 总代理人

   advertising agent 广告代理人

   shipping agent 运输代理人

   insurance agent 保险代理人
2. act as … 充当……
3. establishment n. 公司，企业组织
4. have good knowledge of … 很好地了解，掌握……
5. appeal to… 对……有吸引力，投其所好
6. confident adj. 有信心的，确信的(多用做表语，后接 of 或 that 从句)
7. non-competing lines 非竞争性系列产品
8. as to… 关于(可接名词或名词从句)……
9. financial standing 财务状况

   credit standing 资信情况
10. refer sb. to sb. for sth. 请某人与某人商洽某事

    We refer you to your insurance company for recovery of this fee.

    请你们与你方保险公司商洽，要求赔偿这笔费用。
11. integrity n. 诚实；正直；信誉

    business integrity 商业信誉
12. premature adj. 未成熟的，过早的；过快的，草率的
13. at this stage 目前，暂时
14. moderate adj. 中等的，适度的
15. be of the opinion that… 认为，相信，主张(后接 that 连接同位语从句，该句式语体较 think 正式庄重)
16. justify vt. 证明……是正当的、正确的或有效的

    justification 不可数名词，意思是“正当的理由”
17. advisable adj. 可取的，明智的(常用做表语或补语)



18. warrant vt. 证明……正当，成为……的条件或证据，与 justify 同义
19. postpone the matter 推迟此事
20. be impressed with… 被……所打动
21. territory n. 领土，版图，地域
22. Agency Agreement 代理协议
23. renewable adj. 可恢复的，展期的
24. unless a written notice is given to the contrary 除非另有书面通知
25. meet with your approval 得到你方认同
26. do all in our power to do sth. 竭尽全力做某事
27. a mutually beneficial trade 互利贸易
28. entrust sb. with 委托某人
29. market v. 销售，推销
30. approve vt. 批准，同意(后直接加名词或动名词做宾语)
31. draft n./v. 草稿，草案；设计，起草
32. commence v. 开始
    terminate v. 终止
33. subject to renewal 重新续签后生效
34. manufacture v./n. 制造，加工；制造业，产品(常用复数形式)
    manufacturer n. 制造业者，厂商
35. undertake v. 保证，同意，许诺(后接 that 从句或动词不定式)
36. in force 有效，实行
    come into force 开始生效，开始实行

Supplementary Reading

1. Useful Sentences

(1) We learnt that you are looking for a reliable firm which has good relations in electric apparatus line to be your representative in China.
我们了解到贵公司正在寻找一个可靠的、与电子行业有良好关系的公司作为你方在中国地区的代理。

(2) We are planning to appoint an agent with an efficient sales organization in the area to promote the development of our market.
我们正在计划在这一地区委派一名高效率的销售代理人来促进市场开发。

(3) This is to inform that we are acting as agents on commission basis. We shall be pleased if you could accord us exclusive selling rights for your sewing machines in Mexico.
兹告知，我们是在收取佣金的基础上担任代理的。如能给我们独家经销权，在墨西哥销售你方缝纫机，将不胜感激。

(4) We appreciate your letter of 18th June inquiring if we are represented in our stationary.
感谢你方 6 月 18 日来函，询问我们是否在贵地已有文具商品的代理。



(5) Your proposal is appreciated that you offer services in sales of our products on a sole agency basis, but first of all we find it necessary to know the regular quantity you guarantee to sell monthly.
感谢你方建议以独家代理的方式为我们提供服务，但我们认为首先有必要了解你们能保证的每月正常销售量。

(6) We ask to be the exclusive agent to handle your camera in our territory.
我们请求担任你方产品的独家代理，在我方地区代理经营贵公司的照相机。

(7) Thank you for your offering us the agency in his market for your products and appreciated the confidence you have placed in us.
谢谢委任我们担任该市场你方产品的代理和给予我们的信任。

(8) If you offer us this chance of agency we should make every effort to further your profits.
如果给予我方做你方代理的机会，我们会尽全力增进你方利润。

(9) With reference to the matter of sole agency, we are not yet prepared to consider it at present.
关于独家代理之事，我方暂不予考虑。

(10) We do not think time is ripe for you as our sole agent for this district.
我们认为你公司作为我方商品的独家代理的时机尚未成熟。

(11) We allow you commission of 10% and remit it to you by presentation of your monthly payments.
在你们每月付款之后，我们将付给你方 10%的佣金。

(12) We have good knowledge of the local customers' needs and are confident that there is much we can do to extend your business here.
我们对当地顾客的需求很了解，并非常有信心能拓展你方在这里的生意。

(13) We are well-known also for our experienced staff of sales representatives who can carry out your sales program.
我们还因为拥有经验丰富的销售代表队伍而著称，他们能积极贯彻你方的推销计划。

(14) As our sole agent, you should undertake neither to sell any competitive products of any other manufactures nor re-export our products to any other areas outside your own.
作为我公司的独家代理，你方必须保证既不销售其他厂商的竞争性商品，也不向其他地区转口我方商品。

(15) We have decided to appoint you as our general agent for this district on the terms and conditions agreed with you.
我方已决定按照双方同意的条件，委派你方担任我们在此地的一般代理人。

2. Extended Reading

International trade is rather complicated because there are obstacles and differences in terms of currency, measurement systems, commercial laws, trade customs and habits, tariffs, transportation and insurance of goods, and other artificial obstacles. Therefore, it is important to



choose and appoint an agent who is familiar with local conditions and the market and can operate the business to mutual benefit. In modern market economy, considerable transactions are conducted by agencies.

1) The definitions of Commercial Agent, Broker and Salesman

Commercial Agent: The commercial agent negotiates and concludes contracts on behalf of his principle. Although the degree of his independence from the principal varies, he is never totally independent.

Broker: The broker is a business agent who is completely independent of his principal. The broker negotiates sales and purchase contracts for importers and exporters, but he / she does not have the right to the ownership of the goods.

Salesman: This type of agent is a dependent employee of a merchant who concludes contracts for the merchant outside the business establishment. Salesman usually draws a certain percentage of commission on each sale.

2) What the principal should do, prior to the appointment of an agent

Before appointing an agent the principal should make a careful investigation about experience and professional morality of the firm or the person to be appointed, such as：

(1) The reliability and financial soundness of the prospective agent.

(2) His marketing and sales promoting skills.

(3) His market connections and sales channels.

(4) Whether the prospective agent is also an agent of similar goods.

3) Contents of an Agency Agreement

The terms and conditions of agency should be made clear and definite before the agreement is signed by the parties concerned. Points to be covered in the agreement may include the following.

(1) The principal and the agent.

(2) The nature and duration of the agency (e.g. general agency, exclusive agency or sole agency; a buying agent for importer).

(3) The territory to be covered.

(4) The products the agent is appointed for.

(5) The commission for the agent.

(6) The rights and duties of the agent and the principal.

(7) The method of purchase and sale (e.g. the agent is to buy on his own account or on consignment).

(8) Details of expenses to be allowed such as for the faxes and telephone calls.

(9) The method of arbitration in case of the event of dispute.



Exercises

I. Choose the best answer to complete each of the following sentences.

(1) We wish to ________ as an agent the goods you are exporting now, because we are commanding an extensive domestic market in this line.

A. deal B. handle C. import

(2) Having acquired much experience in marketing products similar to yours, we are ________ with customer's needs and are confident we could develop a good market for you in our region.

A. familiar B. familiarize C. familiarized

(3) We are convinced that there is a profitable market in our area waiting to be tapped for your products and we should like to ________ as your agent in this line.

A. take B. set C. act

(4) In view of your past efforts in pushing the sales of our products, we have decided to accept your proposal to ________ you our agent in China.

A. entrust B. appoint C. act

(5) After paying due consideration and investigating your business standing, we decided to entrust you ________ the sole agent for Chinese Tea in the territory of North America.

A. of B. for C. with

(6) With a view to developing business, most disputes ________ in carrying out contracts can and should be solved in an amicable manner.

A. involve B. involved C. involving

(7) This agreement, when duly signed by the parties concerned, shall remain ________ force for two years.

A. in B. to C. for

(8) If you are interested in our proposal, please let us know which of our products are most likely to appeal ________ your customers.

A. by B. to C. of

(9) If you confirm these terms we will arrange for a formal agreement to be ________ up.

A. draw B. drawing C. drawn

(10) Both sides must stick ________ the stipulations of the agreement.

A. to B. with C. in

II. Choose the appropriate words to fill in the blanks.

Worthwhile, basis, line, appoint, view, appreciated, with, convinced, agency, for

Dear Sirs,

In________ of the steady increase in the demand ________ our beauty preparations



(shampoo, lipsticks, etc.), we have decided to ________an agent to handle our export trade with your country.

From our own observations and the experiences of competitors, we are ________ that there is an enormous market potential waiting to be tapped, and that a really active and efficient agent could develop a fine business in this ________. As we think you are the right person to do this, we would like to offer you the________ if you are at all interested, and we should welcome your views.

We offer a sole agency, and would supply you ________ a reasonable initial stock on the ________ of credit of 6 months. Further supplies would be invoiced to you at 10% below export list prices, with payment by quarterly draft.

An early reply would be ________, as we wish to reach a quick decision. Meanwhile we hope you will see in our offer a ________ opportunity.

Yours faithfully,

III. Translate the following into Chinese orally.

(1) Please be assured that we would do all we can to support you as far as your sales territory is concerned.

(2) Your commission, based on your turnover, will be 2%.

(3) After a period of two years the agreement may be cancelled at any time without prior notice.

(4) Thank you for your confidence. I am ready to accept your representation in our country.

(5) I must decline because the conditions offered are not acceptable.

(6) I suggest the agency contract should be initially made for a trial period of one year.

(7) If the agent wishes to work for other firms as well, he must obtain our permission first.

(8) We will reimburse the expenses of the advertising for the representative.

(9) If there is evidence of a breach of contract by either party, the contract may be cancelled immediately.

(10) The question of agency is still under consideration.

IV. Translate the following into Chinese.

(1) We shall require details of your proposals, and also some idea of annual turnover you can warrant for our granting you a sole agency.

(2) We are sorry that it is impossible for us to make you direct offers as we have already had agency arrangement with other clients for the sale.

(3) As our exclusive agent, you should undertake neither to sell any competitive products of any other manufactures nor re-export our products to any other areas outside your own.

(4) We have decided to appoint you as our agent for this district on the terms and conditions agreed with you.

(5) We would like to offer a trial period of twelve months. If everything goes successfully, we can renew the agreement on this expiration.

(6) Thank you for your offering us the agency in this market for your products and appreciate the confidence you have placed in us.
(7) We allow you commission of 10% and remit it to you by presentation of your monthly payments.
(8) The agency agreement has been drawn up for the duration of one year, automatically renewable on expiration for a similar period unless notice is given to the contrary.
(9) In order to open a new market, I think we need a good local agent to help push the sales.
(10) The purpose of my present visit is to extend our agency agreement for another two years.

V. Translate the following into English.

(1) 如有偶然的经济事件发生，本代理契约可经双方同意，做部分修改。
(2) 如果本协议的一部分被违反，并不意味着整个协议终止。
(3) 支付的佣金必须按月寄给代理人。
(4) 广告费用由本契约的双方当事人平均分担。
(5) 代理人在被指定的地区内担当职务，他的活动仅限于此地区内。
(6) 我们已经草拟了一份代理协议，请查阅，并确认协议的细节。
(7) 我们应坦率告知，鉴于目前你方成交额不大，考虑代理事宜尚为时过早。
(8) 感谢你方授权我们担任贵公司雨衣产品在北美地区的独家代理人。
(9) 我们已是其他几家厂商的代理，深信也能为贵司效力。
(10) 请告知你方是否是其他同类产品供应商的总代理。

VI. Translate the following letter into English.

尊敬的执事先生：

兹奉告，我公司正在做独家代理的业务。我们专营家居和装饰用品，如瓷器、漆器和水晶玻璃等。

我们一直同你们伦敦公司的家居部有业务往来，我们之间的关系是令双方满意的。关于我们的情况你可向他们咨询。为了能在欧洲更好地推销你们的产品，我们很愿意同贵公司签订独家代理协议。

盼回复。

业务部 王黎明

VII. Writing.

Write a letter to entrust a customer with agency, with the following given particulars.
(1) 7 月 6 日来函收悉。经过认真考虑，已决定委托贵商行为我方独家代理，负责在加拿大销售我方的园艺机械工具。
(2) 代理协议现已拟妥，期限一年。期满时若无废约通知，即再自动生效一年。
(3) 随函附寄协议草稿一份，请详阅其条款，并请惠告是否同意。
(4) 为建立互利贸易，我方将尽力协助你们。



Compensation Trade, Processing & Assembling Trade

OBJECTIVES

- Understanding and writing the letters connected with compensation trade
- Reading and understanding the processing and assembling trade related contracts

REQUIREMENTS

- Getting a knowledge of compensation trade, processing & assembling trade
- Grasping the usual usage of professional words and sentences
- Grasping the professional terms of compensation trade, processing & assembling trade

Introduction

Compensation trade is a form of counter trade in which incoming investment is repaid from the revenues generated by that investment. In compensation trade, a Chinese enterprise conducts production by using the technology, equipment, and certain raw materials, if necessary, provided by an overseas supplier or the technology and equipment introduced into China by means of foreign export credit. The Chinese enterprise will pay off the cost of the technology, equipment and raw materials or the loans and their interests thus incurred by selling the manufactured goods back or by amortization with its income from processing.

Compensation trade should be conducted with the focus on accelerating technological innovation in the industry of the country and expanding its production of commodities for export so as to increase the country's foreign exchange income. Generally, there are two kinds of compensation trade, i.e. direct compensation trade (buyback) and indirect compensation trade (counter purchase).

Processing and assembling trade refers to the business activity of importing all or part of the raw and auxiliary materials, parts and components, accessories, and packaging materials from abroad in bond, and re-exporting the finished products after processing or assembly by domestic enterprises. It includes processing with supplied materials and processing with imported materials.

Under processing with supplied materials, the imported materials and parts are supplied by the foreign party which is also responsible for selling the finished products. The business enterprise does not have to make foreign exchange payment for the imports and only charges the foreign party a processing fee. Under processing with imported materials, the business enterprise makes foreign exchange payment for the imported materials and parts and exports the finished products after processing.

Specimen Letters

1. Proposal for Compensation Trade and Reply of Agreement

1) Proposal

Dear Sirs,

We thank you very much for your hospitality to our delegation last month. We were pleased to take the opportunity to discuss the possibilities of importing the machines and equipment from you on the basis of compensation trade.



In compliance with our discussion, we shall repay the cost of the machines and equipment with the steel wire ropes processed with the said machines and equipment in 4 lots within two years after the trial operation of the machines. The price of these steel wire ropes is to pay for the machines and equipment you supply plus insurance and freight. Our bank will open an irrevocable banker's acceptance L/C in your favor to cover the machines and equipment. The L/C will become valid after we receive your irrevocable sight L/C in our favor for equal amount of the resultant products within one week.

The above-mentioned points are the principles on which the compensation trade agreement is to be constituted. Should the above be found acceptable to you, please let us know immediately so that we can negotiate further and bring the transaction to an early successful conclusion.

We await your early reply.

Yours faithfully,

The Global Import & Export Co., Ltd.

2) Reply

Dear Sirs,

We are pleased to learn from your mail of March 6th that you will consider compensation trade arrangements for the supply of our machines and equipment and up to now, we fully agree to your proposal.

As requested by you, we have made out a draft agreement with all the necessary terms and conditions for your consideration. Should you have any different views on the provisions, please do not hesitate to communicate with us.

Your early reply will be highly appreciated. We are looking forward to cooperating with you in the near future.

Yours faithfully,

Messrs. Carlson & Marvell

2. Processing and Assembling Trade

1) Processing trade

Dear Sirs,

Thank you for your letter of June 22nd inquiring about the possibility of manufacturing Leather Bags with supplied materials and according to your samples.

As one of the leading leather products manufacturers and exporters in China, we have been doing business of processing according to supplied samples and processing with supplied materials for years, in addition to our ordinary import and export transactions. Our leather products are superior in materials and excellent in workmanship. You can be assured that the processing and delivery of the leather bags will prove to your full satisfaction.

Enclosed please find our counter-sample, on which basis we quote our processing fee for each piece at US$XXX, including the cost of all accessories. Delivery can be expected within two months after receipt of your materials.

We assure you of our close co-operation at any time and look forward to receiving your reply at an early date.

Yours sincerely,

2) Assembling trade

Dear Sirs,

Your Vice President had several pleasant and fruitful discussions with us about assembling refrigerators while he visited Shanghai early this month. Now we wish to mention the following four points as supplements to the previous discussions.

(1) With the components, auxiliary materials, and necessary equipment and tools supplied by your company, we shall assemble 36 000 refrigerators within a period of three years, namely, 8 000 domestic refrigerators and 2 000 industrial refrigerators to be assembled within the first year (2006), 10 000 domestic refrigerators and 3 000 industrial refrigerators to be assembled in the second and the third year respectively.

(2) All the finished products will bear a neutral brand. 60% of the finished products



will be shipped to Hong Kong and 40% to Sydney. Shipment of the products is to be effected once half a year. All the shipping expenses will be for your account.

(3) Payment for the assembling fee and shipping expenses is to be mad by sight L/C to be opened by you not later than 30 days before the shipping schedule.

(4) In case there arise some disputes which couldn't be solved, it is necessary to state an arbitrator who can settle such disputes. Unless otherwise agreed, contracts are commonly governed by the laws of our country.

Please give the above points your careful consideration. Your early reply will be highly appreciated.

Yours faithfully,

Relative Documents

Compensation Trade Contract

No.________________

This Contract made on April 20th 20__, at ______, China, between The Global Import & Export Co., Ltd. with its principal office at ______, China (hereinafter called Party A) , and Messrs. Carlson & Maxwell with its principal office at______, USA (hereinafter called Party B) ,whereas Party B has machines and equipment, which are now used in Party B's manufacturing of steel wire rope, and is willing to sell to Party A the machines and equipment, and whereas Party B agrees to buy the products, steel wire rope, made by Party A using the machines and equipment Party B supplies, in compensation of the price of the machines and equipment, and whereas Party A agrees to purchase from Party B the machines and equipment, and whereas Party A agrees to sell to Party B the products, the steel wire rope, in compensation of the price of Party B's machines and equipment; Now therefore, in consideration of the premises and covenants described hereinafter, Party A and Party B agree as follows.

1. Purchase Arrangement

Party A agrees to purchase from Party B the following commodity under the terms and conditions set out below.

(1) Commodity, Specifications and Its Capability:

Commodity：

Specifications：

Capability：

(2) Quantity：

(3) Price：On FOB ___ basis.

Unit Price：US$XXX ; Total Price：US$XXX.

(4) Payment：Party A shall, within 15 days after signing this Agreement, establish in favor of Party B an irrevocable Banker's Acceptance L/C in payment for the machines and equipment, for an amount not less than US $XXX, available by draft at 180 days sight. The irrevocable L/C will be effective only after receipt by Party A of a satisfactory reciprocal L/C opened by Party B for payment of the steel wire rope.

(5) Shipment：

Time of shipment：

Port of loading：

Port of destination：

Shipping marks：

(6) Insurance：To be effected by Party A.

(7) Inspection：

(8) Guarantee：Party B guarantees that the machines and equipment are un-used, sophisticated and of best quality, and that the machines and equipment are capable of manufacturing the steel wire rope (_________ specifications with a production of _________meters per hour).

2. Sales Arrangement

Party A sells to Party B the steel wire rope in compensation of the price of the machines and equipment Party B sells to Party A.

(1) Commodity and Specifications：

Commodity：steel wire rope.

Specifications：

(2) Quantity： ________meters of steel wire rope per year, of which the price shall be ________US dollar annum.

(3) Price：The price of the steel wire rope shall be set on the basis of the prevailing price in the world market at the time when shipment is made. The price shall be based on CIF basis.

(4) Payment：From the date of acceptance of the draft and not later than 7 days thereafter, Party B shall reciprocally establish in favor of Party A an irrevocable L/C in payment for the steel wire rope, for an amount not less than US $XXX, available by sight draft. The L/C shall be in strict accordance with the terms and conditions of this agreement. Otherwise, Party B shall be held responsible for the delay in shipment and Party A may lodge claims against Party B for the losses arising therefrom. All the expenses arising from the amendments shall be for Party B's account.

(5) Shipment：Shipment shall be made twice a year, in June and in December, each for the value of ________.



Port of loading:
Port of destination:
Shipping marks:
(6) Packing: To be packed in wooden reels.
(7) Insurance: To be covered by Party A for 110% of the invoice value, covering WPA. and War Risk.

(8) Inspection: The quality certificate issued by Party A shall be regarded as final. If, on arrival of the goods at the port of destination, Party B finds the quality not up to the specifications mentioned above, Party B shall notify Party A within 45 days after arrival of the goods at the port of destination. Both parties shall have consultations for a settlement of the matter in dispute.

3. Force Majeure

Party A or Party B shall not be held responsible for any failure or delay in delivery of the entire lot or a portion of the goods under the contract as a result of any force majeure accident (s).

4. Arbitration

All disputes arising in connection with this contract or in the execution thereof, should be settled amicably through negotiations. In case no settlement can be reached, the case in dispute shall then be submitted for arbitration in ________. The decision of the arbitration shall be accepted as final and binding upon both parties.

This agreement is written in Chinese and English versions. Both versions are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail. INWITNESS WHEREOF, the parties have executed this agreement in quadruplicate by their duly authorized representatives as of the date first above written.

Party A: Party B:

__________ __________

(signature) (signature)

Notes

1. compensation trade 补偿贸易
   指在信贷基础上进口机器设备，然后用引进的机器设备生产的产品或其他产品或劳务，分期偿还进口设备的价款及利息。
2. hospitality n. 好客，殷勤；款待客人
   The people of your company showed me great hospitality.
   你们公司的人对我非常友好。
3. delegation n. 代表团
   In the last few years, more and more foreign business and trade delegations have come to China for business.
   在过去的几年里，越来越多的外国企业和贸易代表团来华发展贸易。



(1) delegate n. 代表

We have authorized Mr. Roy Smith as our delegate to discuss the particulars of the compensation trade agreement with you.

我们已经授权 Roy Smith 先生作为我方代表，与你方讨论有关补偿贸易协议的具体细节。

(2) delegate vt. 授(权)，把……委托给

We have delegated our New York Branch to attend to all your orders.

我们已委托纽约分公司处理你方所有订单。

4. compliance n. 依从，遵守 ；顺从，听从

in compliance with 与……一致

In compliance with your request, we are sending a quotation together with a range of pamphlets for your reference.

按照你方要求，我们送上报价单一份，并附一套小册子，供你方参考。

5. repay v. 偿付，偿还

We will repay the outstanding amount chiefly with the products produced by the machine.

我们主要用该机器生产的产品来偿付余下未付款项。

repayment n. 偿付，偿还；偿还的款项

Repayment will be made quarterly without bearing any interest.

偿付款每季度支付一次，不带利息。

6. lot n. 一批货

The goods are to be shipped in three lots of 20 metric tons each on separate bills of lading.

货物分 3 批装运，每批 20 公吨，提单分开。

7. trial operation 试运转

8. an irrevocable banker's acceptance L/C 不可撤销银行承兑信用证

9. valid adj. 有效的

We regret to learn that you have not been able to make a valid effort to push this line.

获知你方推销此类货物未能生效，我们感到很抱歉。

validity n. 有效，效力，正确

After another week, the credit will lose its validity.

再过一周，信用证就将失效。

10. irrevocable sight L/C 不可撤销即期信用证

11. resultant product 直接产品

You should hold yourselves responsible for buying back or pushing sales of the resultant products produced with the said machine.

你们应负责返销或推销使用该机器生产的直接产品。

12. constitute v. 制定，构成

His action constitutes a breach of contract.

他的行为构成了违约。



They are gathering comments from people in all walks of life to constitute new traffic regulations.
他们收集各类人群的意见，以便制定新的交通法规。

13. negotiate v. 商议，磋商，谈判

14. bring sth. to a conclusion 达成；使……结束

With mutual efforts, we have finally brought the business to a conclusion.
通过共同努力，我们最终达成了这笔业务。

15. make out 起草

We will make out a draft of the sales contract based on our previous negotiation.
我方将在前期磋商的基础上起草销售合同。

16. draft n. 草稿，草案，草图

Please include the same Arbitration Clause in the draft agreement you are to prepare.
请在你方准备的协议草案中包括同样的仲裁条款。

17. terms and conditions 条款，条件

We are very pleased to learn that the terms and conditions we agreed upon had been finally approved by your company.
得知我们双方商定的条款最终获得你公司批准很高兴。

18. provision n. 规定

Both sides have to act according to the provisions of the agreement.
双方都应该按照协议条款办事。

19. processing trade 加工贸易

指从国外进口全部或部分原料、辅件、零件或包装材料，利用本国设备和劳动力，加工成成品再出口的贸易方式。包括来样加工和来料加工两种形式。

processing according to supplied samples (designs) 来样加工
processing with supplied materials 来料加工
processing fee 加工费

(1) process v. 加工；处理

We can assure you that the raw material will be carefully processed.
请放心，我们会认真加工这些原料。

We will process your order as soon as possible.
我们会尽快处理你们的订单。

(2) process n. 过程，步骤

The manufacture of your order is in process.
你方的订货正在生产中。

20. accessory n. 辅料；(机器的)附件

We can assure you that you will have the finished products six months after the fabric and accessories arrive here.
我们保证在面料、辅料到达 6 个月后，你们就会拿到成品。

21. assemble v. 组装，装配



They assemble the parts and components into a car.
他们把零部件装配成一辆汽车。

assembling with supplied parts and components　来件装配

Supplementary Reading

1. Useful Sentences

(1) Through a series of discussions, we have reached substantial agreement on the processing and assembling business.
经过多次洽谈，有关加工装配业务我们已经达成了实质性的协议。

(2) Party B has agreed to process and assemble for Party A 300 000 video recorders within a period of two years.
乙方同意在两年期间为甲方加工组装 300 000 台录像机。

(3) Party A has agreed to provide Party B with materials, components, necessary equipment and tools as well as the relevant technical data and blue prints needed for the processing and assembling.
甲方同意向乙方提供原料、零部件、必需的设备和工具以及组装所需的有关技术资料，如图纸。

(4) The components and auxiliary materials, etc. supplied by Party B are to be shipped from Japan to Shanghai.
乙方提供的元部件及辅料从日本运往上海。

(5) The supplied assembly tools shall be reinspected at this end to ensure that they correspond to the standards.
其他人所提供的装配工具需在我方重新检验，确保其符合标准。

(6) Party A shall deliver the supplied materials and components to the warehouse of Party B.
甲方应将所提供的原料和零部件运到乙方的仓库。

(7) The allowance for damage to materials and components in the course of processing and assembling is 2.5%.
在加工和组装过程中原料和零部件允许的损耗率为 2.5%。

(8) If supplied materials do not conform to the requirements of the processing, we shall ask you to send us replacements.
如果你方所提供的材料不符合加工的需要，我们将要求你方更换。

(9) Should any damage or defect be found in the components or ausiliary materials, etc., Party A shall immediately advise Party B to send replacements in time.
如果发现元部件及来料中有损坏的或有缺陷的，甲方应立即通知乙方及时更换。

(10) Should Party B fail to supply the components and auxiliary materials, etc. in time, all losses incurred shall be home by Party B.
如果乙方没能按时供应元部件及辅料，由此产生的全部损坏由乙方负责。



2. Leasing Trade

Leasing Trade

Leasing is a kind of financing arrangement coupled with import business, under which arrangement the Chinese enterprise pays rent for the use of machinery and /or equipment under lease, instead of purchasing from overseas manufacturers by cash or on credit. The enterprise has the right to use them, but does not actually own them and is called a leasee.

The leasee, i.e. the Chinese enterprise who needs to purchase a certain type of equipment, e.g. machinery for processing seeds, has not got enough capital to pay for it although he has already decided on what type of machinery he is going to buy from a foreign manufacturer. While he might be able to get medium-term loan from a bank, he feels it more advisable to make a leasing arrangement with the China Leasing Company. Whereby the said company called the leasee. After the leasee has got the machinery from the leasor the former shall pay rent to the latter quarterly or semiannually during the period of lease. The rent includes the cost of property, interests, commission and insurance premium. The leasor retains the title to the property and in case of default, has the right to take back the property and dispose of it in any way he likes.

Exercises

I. Fill in the blanks with the words given in the box.

with, in, or, either, although, for, under, at, as, whether

There was a time not so long ago when the options for getting a new truck were to _________ buy it yourself or hope that you were given a company car as part of your job. But today the choice is wide open _________ finance products that range from the traditional bank loan to innovated leases, all aimed _________ getting you behind the wheel.

In determining what finance product is best for you, you first have decide whether you should buy _________ lease. The essential difference here is that if you buy a truck, you own it and it is yours to do with _________ you please.

Leasing a truck means that you are only paying _________ the use of the truck and at the end of the lease term, officially, you have to hand it back or take out another lease. The legalities get a bit murky here and _________ practice, it is possible to buy the car at the end of the lease perod __________ certain types of leasing packages but we go into that later.

There are no hard and fast rules as to _________ leasing or buying suits people better and it is a topic that should be discussed with an accountant. But having said that, if you use your truck for business and private purposes or your employer is willing to include a truck as part of your salary package, then leasing is well worth looking at. There can be significant tax advantages especially for trucks in the prestige and luxury sectors.

_________ leasing has taken off in the private sector to a large degree in the US and Europe, we still have an ownership culture and while the numbers of private or semiprivate lease deals are growing, the vast majority of people here still buy their trucks and own them.

II. Fill in the blanks with appropriate words.

(1) Our purpose is to explore the possibilities of setting up a joint venture _________ you.

(2) We are looking forward to entering into business relationship with you _________ the basis of equality and mutual benefit.

(3) Our abundant resources and stable policy provide advantages _________ the foreign investors.

(4) Import and export corporations are engaged _________ import and export business of commodities, technology and complete equipment.

(5) Economic and technical corporations are _________ charge of granting economic and technical assistance and cooperation to developing countries and contracting for engineering projects and labor services abroad.

(6) Any dispute arising _________ the execution of, or in connection with the agreement shall be settled through friendly consultations between the two parties.

(7) It will be beneficial _________ both of us to restore our business relationship.

(8) We hope that our discussions in Beijing will result _________ the signing of a provisional agreement during our visit.

(9) Further _________ our discussions in Melbourne and the messages exchanged thereafter _________ wholesale joint venture in Australia, we were very pleased to receive your letter of December 12th and the enclosed memorandum with detailed proposales _________ the subject.

(10) We are aware _________ the seminar sponsored by you in September last year _________ joint ventures and appreciate your efforts in promoting cooperation with us.

III. Translate the following into English.

(1) 中美双方同意在合约规定的条款和条件下进行补偿贸易。

(2) 根据协议规定，中方将提供厂房、劳动力和原材料。

(3) 你方提供的设备应达到先进水平并适合我方的生产条件。

(4) 我们很高兴通知您，我方的补偿产品可以提前一个月交货。

(5) 我们将在 3 年内以分期付款的形式向你方偿还设备总额，而你方可回购利用上述设备生产的全部产品。

(6) 我们的工程包括建一个水果加工厂和一个食品加工厂。

(7) 来料加工和来料装配对扩大我国的对外贸易具有重大作用。

(8) 加工和装配业务是我国对外贸易的一个组成部分。

(9) 我们热烈欢迎外商、海外华人及港澳同胞与我们合作，主要进行出口商品的生产、制造和加工。



(10) 我们特别欢迎那些有助于提高我们的生产技术、产品质量、劳动生产率及管理水平的项目。

IV. Translate the following into Chinese.

(1) What do you think the proposal that we supply you with the assembly line, technical information, testing instrument and complete sets of component parts for you to assemble them into finished products?

(2) We process with supplied materials, or according to supplied samples, and/or under designated brand names.

(3) All the materials are provided by the customer, while the Chinese sides are only responsible for processing, for which they would charge a processing fee.

(4) Earning processing fee is not the sole object of our accepting orders for processing of materials supplied by foreign customers.

(5) We'll process and assemble in strict accordance with the sample submitted by foreign customers, and deliver the finished products in conformity with the contract terms respecting the time of delivery, quality and quantity.

(6) We bare set up an automatic assembly line specially for assembling the "Phillip" brand color TV sets for you with pans and components supplied by you.

(7) The processing and assembling charges for each set are HK$…, not including insurance premium.

(8) Payment of the processing fee and shipping expenses shall be made by irrevocable letter of credit to be opened by Party B.

(9) Insurance for the materials, components, finished or semi-finished products in the warehouse or during transit is to be taken care of by Party B on behalf of Party A. The insurance premium shall be for Party A's account.

(10) The finished video recorders shall be packed in cartons; 8 cartons to a wooden case suitable for long distance transportation. The packing charges are to be borne by Party B.

V. Writing.

Write a letter to Messrs. Bill Simpson & Co., accepting compensation trade arrangement for the import of production line and the export of electrical appliance. Give the quotation and the information about the delivery of the resultant products. Add any other conditions you may think of.



Joint Venture & Tender

OBJECTIVES

- Understanding and writing the letters connected with joint venture and tender
- Reading and understanding the relative contracts and documents
- Translating the letters connected with transport

REQUIREMENTS

- Getting a knowledge of the relative documents
- Grasping the usual usage of professional words, expressions and sentences
- Grasping the professional terms of joint venture and tender
- Knowing both the Chinese and English meanings of the professional words and expressions



Introduction

A joint venture is a business arrangement in which the participants create a new business entity or official contractual relationship and share investment and operation expenses, management responsibilities, and profits and losses.

The Chinese authorities encourage foreign investors to run company in this form in order to obtain exposure to advanced technology and new management skills. In return, foreign investors can enjoy low labor costs, low production costs and a potentially large Chinese market share. Profit and risk sharing in a joint venture are proportionate to the equity of each partner, except in case of a breach of the joint venture contract. There are 2 types of joint venture: equity joint venture and contractual joint venture.

A tender is an offer or proposal to purchase a special quantity of a commodity for a specified price. The international plant-engineering contract is a comprehensive international cooperation in economy and technology, including machines and equipment, technology, capital and service, under which one party (the contractor) shall undertake the responsibility of fulfilling the building of a certain project item, and the other party (the employer) shall offer necessary working conditions and give the acceptance to the project, and pay the agreed amount of the price value and the service reward. Generally, a tender involves the procedures as invitation for bids, submission of tenders, bid opening, tender discussion and tender decision, establishment of contract, and execution of contract.

Specimen letters

1. Joint Venture

1) Proposal

Dear Sirs,

We are one of the largest manufacturers and exporters of chemical fertilizer in the world, having over 30 years' experience in this line of business. We have factories producing chemical fertilizers not only in practically all the industrials cities in our country but also cities in many other countries.

We are pleased to learn that China is encouraging joint ventures with foreign firms and favorable terms will be given to those who are enthusiastic about promoting economic and technical cooperation with China. We take this opportunity to approach you in the hope that you will introduce to us any Chinese partners who

are interested in forming joint ventures with us in the manufacture of the chemical fertilizers in China either for domestic use or for export.

It is understood that joint venture involves complicated legal procedures as well as arrangements relating to the percentage of contributions, distribution of dividends and management, etc., of which we should like to hear full details from you so that we may go further into the matter.

We hope our participation in forming a joint venture with Chinese partners will make a small contribution to China's modernization in chemical industry. We look forward to your early reply.

Yours faithfully,

2) Reply

Dear Sirs,

Thank you for your letter of September 20th, expressing your desire to set up a joint venture to manufacture chemical fertilizers in China.

We have immediately contacted some of the potential Chinese partners, who show their interest in the participation but first of all they would like to know the approximate amount of your investment and in what form your contribution will be, i.e. in cash, capital goods or technology. They would also like to know where you prefer to locate the project site.

To pave a flexible and smooth way for foreign investment, the Chinese government has promulgated the law on equity joint venture and the law on contractual joint venture, which provide that：

(1) The proportion of investment by foreign investors in a joint venture should not be less than 25% with no top limit.

(2) The profits and risks should be shared in proportion to the partners' respective contributions in an equity venture while in a contractual joint venture, everything is done as contracted.

(3) The joint venture will be run under the guidance of the board of directors. The number of directors as well as each party's rights and responsibilities should be determined on the basis of the investment that they have made in the business.

Detailed information is included in the enclosed copies.



China keeps providing an excellent investment environment and preferential treatment to foreign investors, which have attracted a lot of foreign investments.

We believe that, through our joint efforts, our prospective joint venture will prove successful.

Yours faithfully,

Encl. a/s

2. Invitation for Bid

AURORA CONSTRUCTION CORPORATION
INVITATION TO BID FOR
UTILITY TRUCK

We invite you to bid on the anticipated purchase of one utility truck.

Sealed Bids will be received at the office of …at 2:00 p.m., local time, on Wednesday, March 29th, 20_ _ to determine proposals for the anticipated purchase of the above named project.

Attached please find specifications and other pertinent documents necessary for you to respond to this bid invitation.

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "Bid for Utility Truck".

Prospective bidders must call-in their interest in this invitation to bid with our purchasing division at phone No.×××giving a name, address, phone and e-mail address in order to receive any possible addendum information. Failure to do so may subject bidder to disqualification.

Aurora Construction Corporation reserves the right to reject any or all bids, or parts thereof, and to waive any technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals and to hold the best bids for ninety (90) days from the opening date set forth above. The Corporation further reserves the right to award the bid to the lowest responsible bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the Corporation.

AURORA CONSTRUCTION CORPORATION

Bruce Lawrie
Purchasing Director

3. Letter of Submission of Bid

Re: Request for proposals of__________, 20_ _ concerning the sub-project___________.

After having read the bidding documents relating to the above-mentioned works and in

particular the following four documents:

(1) Instructions to bidders.

(2) Draft contract.

(3) Form of estimated quantities.

(4) Specifications and drawings.

On behalf of my company, I hereby:

(1) Accept, without restrictions, all the provisions in the bidding documents.

(2) Submit a contract price bearing my signature and completed by me following the mode that was sent to me.

(3) Agree, as the Contractor, to carry out the works named below, following the provisions of the price list.

(4) Submit a draft contract bearing my signature.

The Executing Agency (Employer) shall pay the amounts due from it and set forth in the detailed work statements, by crediting the bank account opened in the name of: _______________, number________________, at the ________________branch of the_________ Bank, or in cash against witnessed receipts.

Done in one original copy

at______ on ______200_ _

Signed by__________________

The Contractor

Name of the company_______

Address and telephone_______

Relative Documents

1. Joint Venture Agreement

The Board of Directors of Achieva Limited (Achieva) wishes to announce that its wholly-owned subsidiary, Achieva Investments Pte Ltd (AIPL), has today entered into a joint venture agreement (the Agreement) with KRDL Holdings Pte Ltd (KRDL), Kent Ridge Digital Labs and Nanochip Inc. (Nanochip) to establish and operate a joint venture company, namely, Nano Storage Pte Ltd (Nano Storage or JV Co.), a company incorporated in Singapore. AIPL has an authorised share capital of $10 000 000 and an issued share capital of $7 000 000.

The objective of the joint venture company, Nano Storage, is to develop, market, support and otherwise commercially exploit products for digital multimedia and controller silicon needed



to operate digital multimedia storage (the Products). The Products allow for plug-and-use applications in a variety of compact flash cards and may in time to come be an alternative to existing flash memory devices.

The investment in Nano Storage is in line with Achieva's strategy to provide value-added services and knowledge-based technologies for its OEM customers in the Asia-Pacific region.

Under the Agreement, the shareholders of JV Co. will be as follows:

AIPL 65 per cent.

KRDL 15 per cent.

Nanochip 10 per cent.

The founders of JV Co.(1) 10 per cent.

in equal proportion

Notes:

(1) The founders of JV Co. are Messrs Thomas Rust, Derek Kidd, William Pok Tam Soon(2), Glenn West, and Sunder Mani.

(2) Mr William Pok Tam Soon is a director and substantial shareholder of Achieva and will have a 2 percent. shareholding in JV Co..

AIPL may also grant options over its shares in JV Co. to employees of JV Co. (up to a maximum of 14 percent. of the issued share capital of JV Co. for the time being) on such terms as may be determined by AIPL.

Nanochip is a US-based company which develops flash-based Micro Electro Mechanical Storage (MEMS) components and supporting chip sets for data storage and related nanotechnology. Nanochip's products seek to address the need for low-power, high-capacity, high-performance, non-volatile storage at a price acceptable to consumer markets. In the joint venture, Nanochip has agreed to develop and produce a working sample of the MEMS device with a flash-based media and provide certain technical training to engineers and personnel of JV Co..

KRDL's role in the joint venture is to procure that its holding company, Kent Ridge Digital Labs, develops a working sample of an error-correction coding system (ECC System) from which JV Co. will develop and produce a controller chip (Controller Chip) JV Co. will then develop and produce the Products by interfacing the MEMS device and the Controller Chip.

Within 14 days of the execution of the Agreement, AIPL will inject cash of $2 000 000 into JV Co. whilst each of the Founders will inject cash of $4 000. Within 14 days of the receipt of good working samples of the MEMS device from Nanochip, AIPL will inject additional cash to $3 000 000 into JV Co whilst each of the Founders will inject cash of $6 000.

In addition to the following, AIPL may also, in its absolute discretion, provide additional financing to JV Co. of up to a maximum aggregate amount of $5 000 000 in such manner (whether by way of loans, undertakings, guarantees or letters of comfort) as AIPL may determine.

Achieva will pay each of the founders (except for Mr William Pok Tam Soon) an aggregate consultancy fee of $10 000 for the provision of consultancy services in relation to the

establishment of the JV Co..

The Group's investment in the joint venture will be funded from internal resources.

The Group's investment in the joint venture is not expected to have any material impact on the earnings per share or the net tangible asset per share of the Group for the current financial year ending 31th December 2000.

Save as disclosed above, none of the directors or substantial shareholders of Achieva has an interest, direct or indirect, in the joint venture.

BY ORDER OF THE BOARD

Lim Yong Choon

President and Chief Executive Officer

2. Notice of Invitation for Open Tender

Notice of Opening Invitation to Bid

(Tender No.: 7279SU10)

(1) Technical specifications and technical performances for required equipment are defined in the tender documents.

(2) Interested parties can collect the tender documents at ______, between 09:00 and 15:00hrs. local time, every working day starting from the date of the last announcement. The closing date for collection of the tender documents is 15 working days from the date of the last announcement.

(3) Tender documents will be handed over to bidders who have confirmed in writing (i.e. by e-mail or facsimile) their interest to participate at the employer's address/facsimile number indicated below.

(4) Each bidder is allowed to submit only one proposal and only in English language. Only complete proposals will be accepted.

(5) All bids must be submitted to _________, within 52 days from the date of the last announcement, 12:00hrs. local time. Late submissions will not be taken into consideration.

(6) The price of the tender documents is 100 Euro. This amount must be transferred to ________ Account No.___________. Payments by foreign bidders must be made in Euro. as follows.

Bank: ___________________________

SWIFT BIC: _____________________

Bank Account of The National Bank of _____

in ______, ________.

(7) Public opening will take place at __________, 3 working days after the closing date of the Tender, at 10:00hrs. local time.

(8) For any further information, please contact the following telephone/facsimile, e-mail address.



3. Bid bond

Know all persons by these presents:

We, ______________________________________, as "Principal",

(Name of Principal)

and________________________, an____________ Corporation,

(Name of Surety)

authorized to transact Surety business in ______, as "Surety", hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto ____________ as Obligee, the sum of (US $________)_________________________________ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. ___________________) for the project identified as: ___________________________________ __________which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document.

Now, therefore, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the Instructions to Bidders and executes and delivers to Obligee its good and sufficient Performance Bond and Payment Bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

INWITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this ________________day of _______________________, 20_ _.

Principal: ______________ Surety: _______________

By: __________________ By: _________________

Title: ___________________ Title: ____________________

4. Qualification of Certificate

Bidder's CERTIFICATION

I, __________(Name) of _________________(bidder's name and address) a bidder proposing to furnish the following described materials, equipment, and/or services to XXX Corporation.

Hereby certifies that:

(1) Bidder has thoroughly inspected the specifications or request for proposal and understands the terms and conditions thereof and they are incorporated by reference in the bid or proposal for said goods or services, and has verified measurements.

(2) The bid or proposal is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, or negotiated between the bidder and the corporation.

(3) The bid or proposal is made by a person authorized to bind the bidder.

(4) The bid or proposal is made without unlawful collusion with the bidder or potential bidder or with any officer or employee of the corporation.

(Signature of person making affidavit)：_______________

Notes

1. joint venture　合资企业
   equity joint venture　合资经营企业
   contractual joint venture　合作经营企业
2. complicated legal procedures　复杂的法律程序
3. percentage of contributions　捐资比例；摊款比例
   contribution　n. 贡献；促进；捐款；投资
4. distribution of dividends　利润分红，红利分配
   distribution　n. 分配；配给物
5. modernization　n. 现代化
6. participation　n. 参加，参与
7. pave a way for　为……铺平道路
8. promulgate　vt. 颁布；公布
9. proportion　n. 比例；部分；(复数)大小
10. top limit　上限
11. board of directors　董事会
12. profits and risks　赢利和风险
13. share　v. 分担，分享
    n. 股份；份额
14. preferential treatment　优惠待遇
15. joint efforts　共同努力
16. invitation to (for) bid　招标
    bid　n. 投标
    bidder　投标人
17. anticipate　v. 预期；期望
18. sealed bid　密封标书
19. cutaway utility truck　公用载重汽车
20. division of electrical maintenance　电器维修部
21. pertinent　adj. 有关的，相干的



22. call-in 打电话
23. addendum information 附录信息
24. disqualification n. 无资格，取消资格
25. waive vt. 放弃；取消
26. irregularity n. 不规则，无规律
27. disregard vt. 不理会；忽视，忽略
28. nonconforming adj. 非一致性的
29. conditional bids 有条件的投标
30. set forth 宣布，提出
31. award n./vt. 裁决
    award of bid 决标 win the award 中标
32. submission of bid 投标
33. bidding documents 投标文件
34. on behalf of 作为……的代表
35. restriction n. 限制，约束
36. contractor n. 订约人，承包人
37. carry out 完成，执行
38. due adj. 应付的，所欠的
39. credit vt. 记入贷方，贷记
40. witnessed receipts 见证人收据

Supplementary Reading

1. Useful Sentences

(1) We appreciate the contributions you have made to the marketing of this article.
我们感谢你方在推销此商品上所作的贡献。

(2) Our contribution will be partly in cash and partly in equipment.
我们的投资一部分是现金，一部分是设备。

(3) Distribution and consumption are two major subjects in Political Economics.
分配和消费是政治经济学的两大主要课题。

(4) The success of the deal depends on the participation of all parties concerned.
交易的成功取决于各相关方的参与。

(5) A number of laws and regulations have been promulgated with respect to the establishment of joint venture.
我们已经颁布了一系列有关设立合资企业的法律法规。

(6) The parties to the joint venture shall share the profits, risks and losses in proportion to their respective contributions to the registered capital.
合资各方依其注册资本投资的比例分享利润，分担风险及亏损。



(7) Shall we each invest 50% capital and share the profit equally?
我们双方是否可以各出资一半，并平均分配利润？

(8) Their share of trade in Asian market has amounted to 60%.
他们在亚洲市场的贸易中所占的份额已达到 60%。

(9) Many companies bid on the new bridge and only the one that bids the lowest price will win the contract.
许多公司参加这座大桥的投标，只有标价最低的才能中标。

(10) The bidders are anticipated to face keen competition.
预计投标者将面临激烈的竞争。

(11) Please make the entire pertinent documents necessary ready for the bid.
请把投标需要的所有相关文件准备好。

(12) They agree to waive all rights to any claim against the company.
他们同意放弃对该公司提出任何要求的权利。

(13) Disregarding all difficulties, we succeeded in bringing them around in the end.
我们不顾一切困难，终于说服了他们。

(14) The report addresses in great deal the distinction between the acceptable and unacceptable nonconforming bid.
报告以很大篇幅说明了可接受的投标与不可接受的、不一致的投标的区别。

(15) Only the bidder who bids the lowest price and meets the requirements in quality of the proposed project has the possibility to win the award.
只有标价最低，并且满足该项目质量要求的投标公司才有可能中标。

(16) We will grant a license without restriction to the applicant who meets the standard license requirements.
对于符合标准执照要求的申请者，我们将无条件地向其颁发执照。

(17) We have remitted you all the commissions due up to date yesterday.
昨天我们已将迄今为止欠你方的所有佣金汇出。

2. Procedures for Establishing an Equity Joint Venture in China

Equity joint ventures are the second most common manner in which foreign companies enter the China market and the preferred manner for cooperation where the Chinese government and Chinese businesses are concerned. Joint ventures are usually established to exploit the market knowledge, preferential market treatment, and manufacturing capability of the Chinese side along with the technology, manufacturing know-how, and marketing experience of the foreign partner.

Normally operation of a joint venture is limited to a fixed period of time from thirty to fifty years. In some cases an unlimited period of operation can be approved, especially when the transfer of advanced technology is involved. Profit and risk sharing in a joint venture are proportionate to the equity of each partner in the joint venture, except in cases of a breach of the joint venture contract.



Share holdings in a joint venture are usually non-negotiable and cannot be transferred without approval from the Chinese government. Investors are restricted from withdrawing registered capital during the live of the joint venture contract. Regulations surrounding the transfer of shares with only the approval of the board of directors and without approval from government authorities will probably evolve over time as the size and number of international joint ventures grow.

There are specific requirements for the management structure of a joint venture but either party can hold the position as chairman of the board of directors. A minimum of 25% of the capital must be contributed by the foreign partner(s). There is no minimum investment for the Chinese partner(s).

It is preferable that foreign exchange accounts are balanced in order to remit profits abroad so that the repatriated foreign exchange is offset by exports from the joint venture. With the elimination of foreign exchange certificates and the further opening of the China market, this requirement is becoming more and more relaxed.

The permissible debt to equity ratio of a joint venture is regulated depending on the size of the joint venture. In situations where the sum of debt and equity is less than US $3 million, equity must constitute 70% of the total investment. In joint ventures where the sum of the debt and equity is more than US $3 million but less than US $10 million, equity must constitute at least half of the total investment. In cases where the sum of the debt and equity is more than US $10 million but less than US $30 million, 40% of the total investment must be in the form of equity. When the total investment exceeds US $30 million, at least a third of the sum of the debt and equity must be equity.

Equity can include cash, buildings, equipment, materials, intellectual property rights, and land-use rights but cannot include labor. The value of any equipment, materials, intellectual property rights, or land-use rights must be approved by government authorities before the joint venture can be approved.

After a joint venture is registered, the entity is considered a Chinese legal entity and must abide by all Chinese laws. As a Chinese legal entity, a joint venture is free to hire Chinese nationals without the interference from government employment industries as long as they abide by Chinese labor law. Joint ventures are also able to purchase land and build their own buildings, privileges prevented to representative offices.

Exercises

I. Choose the appropriate words to fill in the blanks.

(1) We have agreed to ______ a joint venture company in that developing country.

A. put forward B. set up C. put up D. open



(2) We have noticed the British producers _____ a joint venture agreement with Chinese companies.

A. interest in　　B. are interested in

C. are interested　　D. interest

(3) The party _____ shall appoint 3 directors.

A. that have 70% shareholding　　B. have 70% shareholding

C. with 70% shareholdings　　D. having 70% shareholding

(4) We should be obliged if you could furnish us _____ a detailed report _____ the financial position, business lines and other aspects of the joint venture.

A. with, on　　B. with, for　　C. on, for　　D. for, on

(5) The joint venture should apply for the extension of the term _____.

A. six months expiration before　　B. before expiration six months

C. before six months expiration　　D. six months before expiration

(6) The two firms agree to ____a joint venture in China.

A. enter into　　B. intend　　C. engage　　D. embark on

(7) According to international practice, bidders need to _____ cash deposit or letter of guarantee from the bank when bidding.

A. hand out　　B. hand over　　C. hand in　　D. hand on

(8) This bid is _____ for a period of 120 calendar days from the date of the bid opening.

A. validity　　B. validate　　C. validation　　D. valid

(9) The judge _____ a large sum of money to the seller as damages.

A. forwarded　　B. awarded　　C. rewarded　　D. warded

(10) If you are interested in _____ a bid, please contact the Purchasing office for a copy of the specifications.

A. offer　　B. give　　C. submit　　D. transfer

II. Translate the following into English.

(1) 我们很高兴得知贵公司希望与我方在澳大利亚成立批发服装合资企业。

(2) 合资企业的业务是进口和批发我国生产的布匹和其他纺织品。

(3) 所有企业利润、亏损、成本和债务将按各方的持股比例分摊。

(4) 中国的政策是与外国企业和公司建立合资企业以扩大国际经济合作和技术交流。

(5) 你们合资企业的注册资本是多少?

(6) 我们准备就该项目向国际招标。

(7) 我公司欢迎国内外企业投标建设核发电站。

(8) 有关该项招标的详细内容和要求,如需进一步了解,请函询×××。

(9) 投标文件最晚要在北京时间 2006 年 4 月 30 日下午 4 时寄到上述地址。

(10) 各项投标文件,均须为经正式签署的正本,并经密封后寄出。

III. Translate the following into Chinese.

(1) China promises that it's the country's basic policy to open up to the outside world and attract foreign investment.



(2) We'd like to know what procedures should be taken to engage in a joint venture with you.

(3) Joint venture will help China import advanced and appropriate technology, acquire useful experience in management and train qualified personnel.

(4) The Chinese Government protects in accordance with The Law of the Investment of Foreign Joint Ventures.

(5) All the activities of a joint venture shall comply with the provisions of the law, decrees and pertinent regulations of the People's Republic of China.

(6) Bidders should have the needed technical knowledge, great experience and enough financial power.

(7) Your bids will not be considered if you fail to furnish a bid bond before the opening of bid.

(8) Bidders shall send all the documents required by the Tendering Corporation in one lot before the closing date to participate in the bid.

(9) The result of the tendering is that the contract is awarded to YYY Corporation with the second lowest bid, but not to XXX Corporation with the lowest bid.

(10) All bids from foreign corporations must be submitted by their representative offices registered in Shanghai.

IV. Translate the following into Chinese orally.

(1) There is no doubt that we will make concerted effort to cooperate with you.

(2) Investors may enjoy preferential treatment for the establishment of a joint venture in China.

(3) Anyhow this is the first time for us to invest in China, we'd like to be absolutely sure about our investment.

(4) I'd like to know how profits and risks are shared in a joint venture.

(5) The bigger the share, the greater the profits and risks the partner will have.

(6) Could you tell me the details about establishing and running a joint venture?

(7) We expect to send the tender invitations sometime next month.

(8) What's the time set for the bidders to submit their bids?

(9) Tender-opening is done publicly this time.

(10) In this tender, we will try our best to win the award.

Unit 13

Case Study

OBJECTIVES

- Understanding the main procedures of a business negotiation by studying one practical case
- Understanding and translating the letters connected with the case

REQUIREMENTS

- Grasping the usual usage of professional words, expressions and sentences
- Knowing both the Chinese and English meanings of the professional words and expressions



Introduction

In this unit, we choose a practical export case to show the main procedures of a business, from the establishment of business relations to the settlement of complaints. Actually, the case is a simplified one. We just want to show the importance of English Correspondence in foreign trade.

Specimen Letters

1. Establish Business Relations

Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China
Tel: (022)66668888
Fax: (022)66668899
Zip Code: 300073

August 6th, 2010

Purchasing Division
Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Dear Mr. Albert Su,

We have learned, from the August 5th issue of the International Business Daily, you are in the market for chinaware, which just falls within our business scope. We are now writing to you with a view to establish long-term trade relations.

We are a leading trading company in Tianjin and have more than 20 years of export experience. Therefore, we have good connections with some reputable ceramics factories, sufficient supplies and on time delivery are guaranteed.



Enclosed please find our latest catalogue. You see that we can offer a wide selection of quality dinner and tea sets ranging from the elegant Chinese traditional styles to the popular modern designs.

In particular, we would like to inform you that we have a new line that may be most suitable for your requirements—GM series (see page 6～18). They are all made of first-class porcelain, decorated with hand-painted patterns, and packed in eye-catching gift cases. Most of articles are available from stock.

We are sure you will find a ready sale for our products in Hongkong.

Please let us know if we may be of further assistance, and we are looking forward to your specific inquiry.

Yours sincerely,
Great Man Trading Co. Ltd.
Ruiguo Jin (Mr.)
Daily Articles Division

2. Enquiry

Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888

Mr. Ruiguo Jin
Daily Articles Division
Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China

Date: August 13th, 2010

Dear Mr. Jin,

Thank you for your letter of August 6th, 2010 and your latest catalogue.



We are much impressed by your GM series, especially GM1122, GM1128, GM2012, GM2016, GM5510 and GM5518. It would be appreciated if you could quote us your best prices on FOB Tianjin, CFR Hongkong all including 5% commissions.

Meanwhile, we would like to have some samples of the above items for our customers to test before we could place a firm order.

If the lab tests go well, and your prices are competitive, we'd certainly be able to place a substantial order.

Yours truly,
Bright Buby Co. Ltd.
Albert Su
Purchasing Division

3. Offer

Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China
Tel: (022)66668888
Fax: (022)66668899
Zip Code: 300073

August 20th, 2010

Purchasing Division
Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong

Dear Mr. Albert Su,

We are pleased to receive your inquiry of 13 and to hear that you are interested in our GM series chinaware.

We are pleased to make you an offer as follows based on 20' FCL.

Commodity	Article No.	FOBC5 Tianjin Per set (USD)	CFRC5 Hongkong Per set (USD)	Cartons per 20' FCL(ctn)



30-Piece Dinnerware	GM1122	20.20	25.50	558
20-Piece Tea Set	GM1128	13.20	16.60	665
20-Piece Tea Set	GM2012	18.20	21.20	520
50-Piece Dinnerware	GM2016	20.20	25.50	560
20-Piece Tea Set	GM5510	11.50	13.60	626
100-Piece Dinnerware	GM5518	23.50	32.50	442

Packing: As to GM1122, GM2016, GM5518, one set per carton
As to GM5510, two sets per carton
As to GM1128, one set to a case, two cases to a carton
As to GM2012, one set to a case or a gift case if requested, two cases to a carton

Shipment: As to GM1128 & GM5510, the earliest delivery to be effected at the end of September
As to the remained article numbers, to be shipped within 6 weeks after receipt of the relevant L/C

Payment: By L/C at sight

Insurance: For 110% invoice values covering WPA, Breakage & Clash Risk, and War Risk

You will readily understand that this offer remains good only for 10 days.

In addition, we have airmailed to you some samples. Our own laboratory reports, enclosed with this letter, show that our GM series perform up to the FDA, and in some respects, out-perform it.

We are looking forward to your initial order.

Yours sincerely,
Great Man Trading Co. Ltd.
Ruiguo Jin (Mr.)
Daily Articles Division



4. The Buyer's Counteroffer

Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Mr. Ruiguo Jin
Daily Articles Division
Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China

Date: August 27th, 2010

Dear Mr. Jin,

Thank you for your letter of August 20th, 2010 and your samples.

For your information, our customers are quite satisfied with the test result of your samples but they are still holding back.

After careful examining and comparison with similar products of other makes, we find your quotation is really much higher. Unless the prices could match with the market level, it is difficult to persuade customers to purchase from you.

So, we make you a counter offer as follows:

Art No. GM1122 USD23.00 per set CFRC5 Hongkong
Art No. GM2012 USD18.20 per set CFRC5 Hongkong
Art No. GM5510 USD12.20 per set CFRC5 Hongkong
Art No. GM5518 USD28.50 per set CFRC5 Hongkong

Actually, competitive prices for a trial order can often lead to a high market share with enormous profits in future. We hope you will take this factor into account and wait for you early reply.

Yours truly,
Bright Buby Co. Ltd.
Albert Su
Purchasing Division

5. The Seller's Counteroffer

Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China
Tel: (022)66668888
Fax: (022)66668899
Zip Code: 300073

September 3th,2010

Purchasing Division
Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong

Dear Mr. Albert Su,

Thank you for letter of August 27th, 2010.

Much to our regret, we find it impossible to comply with your request. Your counter offer is too low and cannot serve as a basis for further negotiation with our manufacturers.

The prices we quoted are most favorable if you take the quality into consideration. To reach the FDA standard is not an easy thing. Furthermore, you may have seen from our samples that our packages are excellently designed and printed, which also cost us a lot. So we can hardly make any price reduction.

However, in order to develop our market in your area, we have decided to give you an exceptional offer as follows:

Art No. GM1122 USD24.00 per set CFRC5 Hongkong
Art No. GM2012 USD20.00 per set CFRC5 Hongkong
Art No. GM5510 USD12.50 per set CFRC5 Hongkong
Art No. GM5518 USD30.50 per set CFRC5 Hongkong

Other conditions remained unchanged.

This offer is valid only for 7 days.



For the market is firm with an upward tendency, we advise you to accept our prices without delay.

Yours sincerely,
Great Man Trading Co. Ltd.
Ruiguo Jin (Mr.)
Daily Articles Division

6. Order

Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Date: September 8th, 2010

Mr. Ruiguo Jin
Daily Articles Division
Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China

Dear Mr. Jin,

Thank you for your letter of September 3th, 2010. We really appreciate your effort to pave the way of our business. So we are glad to place Order No. 2010SC012GM as follows:

Commodity	30-pc Dinnerware	20-pc Tea Set	20-pc Tea Set	100-pc Dinnerware
Art. No.	GM1122	GM2012	GM5510	GM5518
Packing	1 set/carton	1 set/case 2 cases/carton	2 sets/carton	1 set/carton
Price Term	CFRC5 Hongkong	Amount	USD45 500.00	

Unit Price	USD24.00/set	USD20.00/set	USD12.50/set	USD30.50/set
Quantity	550 sets	800 sets	450 sets	350 sets
Shipment	No later than October 15th, 2010, partial shipments is not allowed			
Payment	By sight L/C			
Insurance	Covered by the seller for 110% invoice value against WPA, Clash & Breakage and War Risk			

We expect to find a good market for the above and hope to place further and larger orders with you in the near future.

Yours truly,
Bright Buby Co. Ltd.
Albert Su
Purchasing Division

7. Sales Contract

Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China
Tel: (022)66668888
Fax: (022)66668899
Zip Code: 300073

September 13th, 2010

Purchasing Division
Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Dear Mr. Albert Su,

Thank you for your letter of September 8th, 2010 and your Order No. 2010 SC012GM.

Enclosed are two copies of our Sales Contract No. GM201001. Please sign and



return one copy for our file.

In order to allow us stick on our production schedule and meet the date of delivery, please open the L/C without delay. We will keep you fully informed of the progress of your order. If you would like to get in touch with us urgently, you may telephone or fax us.

Please be sure that we shall effect the shipment in time to satisfy your local market demand.

Yours sincerely,
Great Man Trading Co. Ltd.
Ruiguo Jin (Mr.)
Daily Articles Division

Encl.

Sales Contract

S/C No.: GM201001
Date: 12 September, 2010

The Seller: Great Man Trading Co., Ltd. **The Buyer**: Bright Buby Co. Ltd.
Address: 686 Yuquan RD.， Tianjin, China **Address:** 92 Chunhui RD., Hongkong

Art. No.	Commodity	Unit	Quantity	Unit Price (USD)	Amount (USD)
					CFRC5 Hongkong
GM1122	30pcs Dinnerware	set	550	24.00	13 200.00
GM2012	20pcs Tea Set	set	800	20.00	16 000.00
GM5510	47pcs tea set	set	450	12.50	5 625.00
GM5518	95pcs dinnerware	set	350	30.50	10 675.00
					45 500.00
Total contract value: say us dollars forty five thousand five hundred only.					

Packing: GM5510 in cartons of 2 sets each, GM1122 and GM5518 to be packed in cartons of 1 set each only, and GM2012 one set to a case, two cases to a carton.

Total: 1 526 cartons

Port of loading & destination:

From: Tianjin　　To: Hongkong

Time of shipment: to be effected before October 15th, 2010 , with partial shipment not allowed

Terms of payment: the buyer shall open through a bank acceptable to the seller an irrevocable L/C at sight to reach the seller before the end of September, 2010, valid for negotiation in China until the 15th day after the date of shipment.

Insurance: The seller shall cover insurance against WPA and clash & breakage & war risks for 110% of the total invoice value as per the relevant ocean marine cargo of PICC. dated 1/1/1981.

Confirmed by:

The Seller | **The Buyer**

Great Man Trading Co., Ltd.

Manager Ruiguo Jin

(signature) | (signature)

8. Complaint and Settlement

1) Complaint

Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Date: October 22, 2010

Mr. Ruiguo Jin
Daily Articles Division
Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road, Tianjin, China

Dear Mr. Jin,

We received your consignment of Dinnerware this morning (our S/C No. GM201001). However, on examining the contents we found that 20 20-pc Tea Sets



(carton No.552-571) were badly nicked and are unsaleable. These cartons had obviously been either dropped or struck by heavy objects.

As this consignment is urgently needed to complete orders from one of our major customers, it is absolutely essential that you ship replacements as soon as possible.

Your prompt attention would be appreciated.

Yours truly,
Bright Buby Co. Ltd.
Albert Su
Purchasing Division

2) Settlement

Great Man Trading Co. Ltd.
16th Floor King star Mansion.
686 Yuquan Road， Tianjin, China
Tel: (022)66668888
Fax: (022)66668899
Zip Code: 300073

September 13th, 2010

Purchasing Division
Bright Buby Co. Ltd.
92 Chunhui Street, Hongkong
Tel: (+ 00852) 6600889
Fax: (+ 00852) 6600888
E-mail: Albertsu@ jbs.hk.com

Dear Mr. Albert Su,

We regret to see from your fax dated Oct. 22th that some of the cartons of S/C No.GM201001 were found damaged. But I'm afraid to say that all the cartons were in perfect condition at the time they were loaded, as is evidenced by our clean Bill of Lading. Therefore it is quite obvious that the damage must have been caused in transit. In this case the liability clearly rests with either the ship owner or the insurance company. As this transaction was closed on CFR basis, we would suggest that you approach them for settlement of your claim.

However, in view of the long business relations between us, and in order to help you fulfill your commitment with your customers, we agree to ship you another 20 20-pc Tea Sets at 3% off the contracted price. Please reply soon to tell us whether this is agreeable to you.

Yours sincerely,
Great Man Trading Co. Ltd.
Ruiguo Jin (Mr.)
Daily Articles Division

Notes

1. reputable 著名的，同 famous
2. hand-painted 手工绘制的
3. eye-catching 抢眼的，引人注意的
4. substantial 大量的，相当大的，实质的
   substantial order 大宗订单
5. readily 容易地，同 easily
6. perform up to 履行，执行
7. FDA Food and Drug Administration，美国食品药物管理局，是国际医疗审核权威机构，由美国国会即联邦政府授权，专门从事食品与药品管理的最高执法机关
   FDA 是一个由医生、律师、微生物学家、药理学家、化学家和统计学家等专业人士组成的致力于保护、促进和提高国民健康的政府卫生管制的监控机构。通过 FDA 认证的食品、药品、化妆品、医疗器具以及食品材料对人体是确保安全而有效的。在美国等近百个国家，只有通过了 FDA 认可的材料、器械和技术才能进行商业化临床应用。
8. hold back 踌躇，犹豫
9. match with 使和……相匹配

Supplementary Reading

1. Establish Business Relations

Shanghai Right Way International Ltd.
285 Laoshan Road, Shanghai, China
Tel: 021 28082211
Fax: 021 28082222



E-mail: ellenwu2008@126.com

July 15th, 2010

M. D. Ewart & Co. , Ltd
20 Tower Street
Toronto 4, Canada

ATTN: Miss Heidi Yin

Dear Miss Heidi Yin,
I'm writing to reintroduce myself as Ellen Wu representing Shanghai Right Way International Ltd. I'm glad to have met you at the 95th Canton Fair where you took some interest in our products.
We are a manufacturer and exporter of all kinds of office furniture. Most of our products are exported to American and European markets. Because our factory is located in the Free Trade Zone, we enjoy some favorable policies from the Government. Therefore we can provide more competitive prices than other producers.
I hereby send you some photos of our products for your reference. Should any of them be of interest to you, please let us know.

Yours faithfully,
Ellen Wu
Encl. Photos

2. The First Enquiry

From: Heidiyin@hotmail.com
To: Ellenwu@126.com
Sent: July 18th,2010,10:15 AM
Subject: Samples of Items RW3008 and RW309
Hello Ellen.
Thank you for your letter and photos. We are interested in items RW308 and RW309, but we need you to send samples.
Awaiting your prompt reply.

Best regards.
Heidi Yin

3. Response to the First Enquiry

From: Ellenwu@126.com.
To: Heidiyin@hotmail.com
Sent: July 20th, 2010, 15:18 PM

Dear Miss Heidi Yin,

Thank you for your prompt reply.

We have sent the samples to you today. If transferred smoothly, they will reach you in 5 days.

But we have to inform you that the designs of the items are for one of our previous customers. If you have your own designs please let us know.

Yours sincerely,
Ellen Wu

4. The Second Enquiry

From: Heidiyin@hotmail.com
To: Ellenwu@126.com
Sent: July 29th, 2010, 8:10 AM

Hello Ellen,

Once again thanks for your message. We received your samples on July 26th, and we prepared our own designs in the following two days. We sent them to you today by courier.

Will you please quote us your best prices for items RW308 and RW309? We need 1×20′ container to begin with.

Please also state your terms of payment and your best delivery date.

Please reply ASAP.

Best regards.
Heidi Yin



5.The Seller's Quotation

From: Ellenwu@126.com
To:: Heidiyin@hotmail.com
Sent: July 29th, 2010, 10:03AM
Subject: Our quotation
Dear Miss Heidi Yin,

Thank you for your reply. The following is our quotation for the quantity of 1 × 20′ container :

RW308: USD3 500 per set FOB Ningbo
RW309: USD4 650 per set FOB Ningbo

This Offer is based on your own designs.

Payment by sight L/C or T/T. In case of T/T, we need 30% deposit before production, 70% after faxing copy of B/L.

If you choose sight L/C, we will deliver the goods upon receipt of L/C. On the other side, if you choose T/T, Our delivery date will be 20 days after we receive your 30% deposit. Besides, our T/T remittance routine:

Bank: Bank of China, Shanghai Branch
No.265 Huaihai Road, Shanghai, China
In favor of: Shanghai Right Way International Ltd.
Address: 285 Laoshan Road, Shanghai, China
A/C No.: 654123687423145

We hope the above is acceptable.

Awaiting your favorable reply.

Yours faithfully,
Ellen Wu

6. The Buyer's Reply to the Seller's Quotation

From: Heidiyin@hotmail.com
To: Ellenwu@126.com
Sent: July 29th, 2010, 14:4 PM

Dear Ellen,

We confirm your offer of today. The quantities for our order are:

RW308: 300 sets

RW309: 350 sets

We prefer to pay by T/T and we agree to your T/T terms.

Best regards

Heidi Yin

7. The Seller's Confirmation to the Buyer's Order

From: Ellenwu@126.com

To: Heidiyin@hotmail.com

Sent: July 30th, 2010, 8:36

Subject: Details of Your Order

Dear Heidi,

We write to you to confirm your order as follows:

Commodity	Art. No.	
Office Furniture	RW308	RW309
Price Term	FOB Ningbo	
Unit Price	USD3 500.00/set	USD4 560.00/set
Quantity	300 sets	350sets
Payment	y T/T	
Shipment	20 days after the buyer receive 30% deposit	

For the above order, we enclose our Sales Confirmation No. 216 in duplicate. Please sign and return one copy for our file at your earliest convenience.

Yours faithfully,

Ellen Wu

Exercises

Write a series of letter with the following given particulars.

前方公司是中国浙江浦江一家民营外贸企业。公司拥有诸多富有经验的国际商务人员，并与全国各地的多家生产企业建立了密切的联系，可按客户的要求供应各种手工艺品。该公司详细情况如下。



地址：中国上海吴兴路 227 号金都大厦 8 层　邮编：200122

电话：021-64331255

传真：021-64331256

电子信箱：qianfang@hotmail.com

前方公司业务员 Hellen Li 于 2010 年 8 月的《国际贸易》杂志上获知丹麦 F.L.SMIDTH 公司欲求购中国产水晶工艺品。Hellen Li 马上与《国际贸易》杂志取得联系，获悉该公司全称和详细地址为：

F.L.SMIDTH & Co. A/S

Address: 77, Vigerslev Alle, DK-2500

Valby Copenhagen, Denmark

Fax: (01)20 11 90

E-mail Address:FLSMITH@SIFT.SIFT.EDU

要求：

(1) 以前方公司业务员 Hellen Li 的身份给丹麦客户发一封建立业务关系的建交函，要求格式完整、正确，主要内容包括公司介绍、可提供的产品介绍，说明另邮航寄样本，并表达期待尽快与对方达成具体交易的热切愿望。

(2) 自设场景，完成从丹麦客户询盘、双方签订合同到索赔和理赔各环节的双方往来函电。

Unit 14

International Business Contract

OBJECTIVES

- Understanding and writing the letters connected with contract
- Reading and understanding the relative documents

REQUIREMENTS

- Getting knowledge of the relative documents
- Grasping the usual usage of professional words and sentences
- Grasping the professional terms of contract



Introduction

A contract is an agreement that creates an obligation, that is a binding, legally enforceable agreement between two or more competent parties. In import and export trade a sales contract is a legal document made by and entered into between a seller and a buyer on the basis of their offer and acceptance. The right and obligation of both the parties are definitely stipulated in the contract. The contract is binding on them all. In the course of business negotiation, once a firm offer or a counter-offer is accepted, at this very moment, the transaction is completed and a contractual relationship between offeror and offeree is concluded. But, according to international trade practice, the seller and buyer still have to sign a formal written contract, to further define their rights and obligations respectively.

In international trade, export and import contracts vary in both names and forms. The names that often appear are contract, confirmation, agreement and memorandum.

A contract can be worked out (drawn up) either by the seller or the buyer, and it is called a sales contract or a purchase contract respectively. The same is also applicable to a sales confirmation or a purchase confirmation. Whatever they are named, legally, they are equally binding on the parties. On the whole, the sales or purchase contract is more formal than the sales or purchase confirmation. The former consists of not only such main terms as the name of commodities, specifications, quantity, packing, marking, price, shipment, and payment, but also those clauses concerning inspection, claims, arbitration and force majeure; while the latter covers several main items only. What's more, the former is appropriate to transactions of large amount and huge quantity because of its detailed clauses which can prevent the occurrence of disputes. If the amount is not large or the business is done by means of agency arrangement or exclusive sales agreement, the sales or purchase confirmation is often used.

A formal contract or confirmation should be prepared in duplicated; each copy should be signed by both parties, and each party should keep a signed copy of it.

General Principles of Contract Drafting

In drafting a good contract, one of the most important elements is language, the fundamental means of communication. This is particularly true in the case of drafting a contact in English. Five principles must be followed when drafting a contract.

1. The principle of terminology

A drafter must choose the frequently and professionally used words and phrases to give an exact expression of what he wants to say and organize them in sentences framed to leave no room for misunderstanding.

2. The principle of saliency

When a clause is made, special emphasis should be laid on some items in order to draw the reader's attention. One of the effective ways of emphasizing is the use of a pair of words having the same effect, such as "null and void", "force and effect".

3. The principle of precision

Precise and accurate expression of some items required in a contract is reflected clearly in this: sums of money or numbers of days are more likely to be expressed both in figures and words.

4. The principle of clarity

Clarity helps to avoid ambiguity, the most terrible problem in contract drafting. To achieve clarity, pay close attention to wording and shun dangling modifiers.

5. The principle of standardization

A contract usually consists of certain parts and takes in certain forms. A drafter must follow suit, leaving little room for imagination.

Specimen Letters

The Format of a Typical Contract

A contract consists of the contract heading, (recitals), the main body and the validation part.

1. The Contract Heading

The contents of a heading include the name and No. of the contract, the names of the persons or corporations concede in the contract as parties, their principal places of business or residential addresses; the date and place of signing the contract. Sometimes, the "Whereas" clauses can also be seen in some contracts. Recitals, also know as "Whereas" clauses, tell of a set of facts about the contract, such as the background, objectives and so forth. They are agreements listed in series of paragraphs beginning with "Whereas" after the heading. Recitals serve as the basis on which the main body of a contract is interpreted. For a clear and brief idea of such compositions, presented here is the recitals taken from an "Agreement of BOT" project:

" Whereas, A and C concluded the Memorandum concerning ______ Project on the ______ and C have been given Exclusive Right from B to carry out investigation and implement ______ Project (herein after called "the Project") by way of joint financing between C and B (so called BOT).

Whereas, the loan agreement, guarantee agreement, letter of guarantee, etc., shall constitute integral components of this Agreement. The Project's installed capacity is ______.

Now therefore, the parties hereby agree as follows…"



2. The Main Body

The main body is the most important part of a contract, which usually made up of the following parts: name of commodities, quality, quantity, price, delivery, payment, inspection, claims, arbitration, and force majeure.

1) Price

When stating the contact price, sums of money are very likely to be expressed both in figures and in words. It is also vital to make clear the unite of currency concerned in the contract. A common pattern in legal and quasi-legal documents in the US is that the amounts of money are capitalized when stated both in words and figures. For example: the amount of 56 053 800 US dollars should be written in this way: USD56 053 800 (Say US Dollars Fifty Six Million Fifty Three Thousand Eight Hundred Only). The most common way of stating the name of commodity, quality, quantity, packing and price is as Table14-1.

Table14-1 The most common way

(1) Name of Commodity, Specifications and Packing	(2) Quantity	(3) Unit Price	(4) Total Value
Total Contract Value:			

2) Terms of payment

It is very important to specify the terms of payment which may include currency of payment, method of payment, and means of payment. Payment may be made by remittance of money, by collection, or by letter of credit, which is the most widely accepted means of payment. The following is a typical clause stating terms of payment.

"The buyer shall, 30 days prior to the time of shipment/after this contract comes into effect, open an irrevocable letter of credit in favor of the seller. The letter of credit shall expire 15 days after the completion of loading of the shipment as stipulated.

3) Delivery

The buyer usually insists on a specified deadline or time interval within which shipment must be made. To effect shipment before the deadline becomes especially important when dealing in seasonal goods, raw materials or semi-processed goods required for further manufacturing. After the date of shipment is fixed, the responsibility for effecting shipment must be stipulated in the contract, as this involves making various arrangements beforehand. Also,



unforeseen events might bring about complications. CIF delivery stipulated that the seller undertakes the complete responsibility of effecting shipment within the time agreed upon. FOB delivery entails the responsibility on the part of the buyer to book shipping space, or to charter a carrying vessel, depending upon the size of the cargo. Sample as follows:

"The seller shall, 30 days before the shipment date specified in the contract, advise the Buyer by fax of the Contract No., commodity, quantity, amount, packages, gross weight, measurement, and the date of shipment in order that the buyer can charter a vessel/book shipping space. In the event of the seller's failure to effect loading when the vessel arrives duly at the loading port, all expenses including dead freight and/or demurrage charges thus incurred shall be for the seller's account".

4) Insurance

When the insurance clause is drafted, the clause should specify how to allocate the risks of loss, namely, it should make clear when and where the risk or loss of damage passes from the exporter to the importer. The exporter then need not worry about loss and damage after the risk has passed to the importer, and the importer need not worry about insurance covering damages that occur after the risk has passed onto him. Study the following sample:

"Except in cases where the insurance is covered by the buyer as arranged, insurance is to be covered by the seller with a Chinese insurance company. If insurance for additional amount and/or for other insurance terms is required by the buyer, prior notice to this effect must reach the seller before shipment and is subject to the seller's agreement, and the extra insurance premium shall be for the buyer's account".

5) Inspection

Sometimes the buyer may desire to have the right to inspect the contract goods while being manufactured. More often the exporter is expected to submit a certificate of inspection or survey report before shipment. Therefore, the procedure and manner of inspection should be provided in the contract. Arrangement will be especially necessary to deal with the possibility that the manufacturer's inspection will yield different results from inspection upon receipt. Example is as follows:

"The seller shall have the goods inspected by 15 days before shipment and have the Inspection Certificate issued by ABI. The buyer may have the goods reinspected by ACC after the goods' arrival at the destination".

6) Claims

There are three items to be negotiated by the parties as for claim clause.

(1) Any claims of whatever nature regarding the goods shall be notified to the seller within certain days after the arrival of the goods at destination.

(2) Full particulars of such claim together with a sworn surveyor's report shall be made in writing and forwarded by registered airmail within a certain number of days after said notification.

(3) Either party shall have the right to cancel the contract under certain circumstances. Study



the following sample:

"In case the quality, quantity or weight of the goods be found not in conformity with those stipulated in this contract upon re-inspection by the China Commodity Import and Export Inspection Bureau within 60 days after completion of the discharge of the goods at the port of destination or, if goods are shipped in containers,60 days after the opening of such containers, the buyer shall have the right to request the seller to take back the goods or lodge claims against the seller for compensation for losses upon the strength of the Inspection Certificate issued by the said Bureau, with the exception of those claims for which the insurers or owners of the carrying vessel are liable, all expenses including but not limited to inspection fees, interest, losses arising from the return of the goods or claims shall be borne by the seller, in such a case, the buyer may, if so requested, send a sample of the goods in question to the seller provided that sampling and sending of such a sample is feasible".

7) Arbitration

In order for two disputing parties to engage in arbitration rather than going to court, both must agree to the process. That is the point of putting it in a contract with the other party, to get them to agree in advance. The clause may be declared invalid, though, if the other party really didn't understand what they were agreeing to. For that reason it is important to use clear language in arbitration clause and to make sure that the other party understands that he or she is giving up their right to go to court over a dispute. Both parties will also need to agree on the ground rules for the arbitration. Issues to consider are: the rules of procedure that will apply to the arbitration, the evidentiary rules that will apply to the arbitration, and whether the arbitrator is bound to follow legal precedent in making a determination. Another major issue to consider is how the arbitrator will be chosen. One party will want to choose an arbitrator that it feels will be able to understand its side of the issue. The other party will, of course, want the same. In the event that the parties can't agree on who the arbitrator will be, some method needs to be specified for deciding on an arbitrator. In the event both parties can't agree, the decision may be left to a disinterested third party. It should also be addressed who will bear the costs associated with the arbitration. These costs will include any attorney fees that each side may incur as well as the costs and expenses of the arbitrator. It may be specified in the arbitration clause that both parties will share the expense of the arbitrator and be responsible for their own costs. Alternatively, they might want to have the loser pay the expenses. Example is as follows:

"Any disputes arising from the execution of , or in connection with, the contract shall be settled through friendly consultations between both parties. In case no settlement can be reached through consultations, the disputes shall be submitted to 'the Foreign Economic and Trade Arbitration Commission of the China Council for the Promotion of International Trade' fro arbitration in accordance with its rules of procedure".

8) Force majeure

Force majeure clauses excuse a party from liability if some unforeseen event beyond the control of that party prevents it from performing its obligations under the contract. Typically,



force majeure clauses cover natural disasters or other "Acts of God", war, or the failure of the third parties, such as suppliers and subcontractors to perform their obligations to the contracting party. It is important to remember that force majeure clauses are intended to excuse a party only if the failure to perform could not be avoided by the exercise of dur care by that party. Study the following example:

"Neither the seller nor the buyer shall be held responsible for late delivery or non-delivery owing to generally recognized force majeure clauses. However in such a case, the seller shall immediately advise by cable or fax the buyer of the accident and airmail to the buyer within 15 days after the accident, a certificate of the accident issued by the competent government authority or the chamber of commerce which is located at the place where the accident occurs as evidence thereof. If the said force majeure clause lasts over 60 days, the buyer shall have the right to cancel the whole or the undelivered part of the order for the goods as stipulated in contract".

3. The Validation of a Contract

Validation is the final part of a contract, which consists of the effective date, the language in which the contract is written and their validity, the signature of the parties concerned and attestation. As for signature, it usually includes the printed name and the pen written name of the person signing the contract, and, if the person represents a company, it can include the name of the company. Attestation is a means of proving that a signature has been made by a genuine signatory, and an attester is not expected to know or give his opinion on the content of the contract. A secretary who is also a corporate office worker usually acts as attester in common law countries. If a contract is to be executed away from corporate headquarters where the secretary is located, the second ranking member of the negotiation team will sign as attester. Therefore the final part of a contract may be like the sample underneath:

"The present Contract shall be made in English in four originals, tow for each party. In witness whereof, the parties have duly executed this Contract on the date first above written.

Seller: Buyer:

(signature) (signature)

Relative Documents

Specimens of Contract

Original

S/C No. 20070001

Sales Confirmation Date: 2007-5-10

The Buyers: The Sellers:



Fuda Machinery Development Co.,Ltd.

Rose Import and Export Co.,24 Sant Mart Rue Paris

#88 Exhibition Quanzhou City Fujian Province China

The undersign sellers and buyers have agreed to close the following transaction according to the terms and condition stipulated below:

Commodity & Description	Quantity	Price	Amount
Machinery	5 000pcs	CIF Hongkong USD3.40	17 000.00
More or less % are allowed			
			Total Net: 17 000.00

Shipment:

Destination: Hongkong Loadport: Shanghai

Payment: D/P

Insurance:

For FOB or C&F to be effected by the buyers;for CIF or CIP to be effected by the seller at 110% of invoice value covering all risk and war risk as per CIC.

Arbitration:

All disputes arising from the execution of, or in connection of with this S/C shall be settled through friendly negotiation, then the case shall be submitted to China International Economic and Trade Arbitration Commission in accordance with the provisional rules and procedure. The arbitration award is final and binding upon both party.

General terms:

(1) Reasonable tolerance in quanlity, weight, measurement, design and color is allowed, for which no claim will be filed.

(2) The buyer are to assure full responsibilities for any consequences Arising from: The use of packing, design or pattern made to order; Late submission of specification or details necessary for the execution of this S/C; Late establish L/C ;Late amendment to the L/C in consistent with the provisions of this sales confirmation.

(3) The sellers are not responsible for late or non-delivery in the event of force majeure or any contingencies beyond the sellers' control.

(4) Claim concerning quanlity discrepancy should be filed by the buyers with 30 days after the arrival of the goods at the destination.

Confirmed by sellers Confirmed by buyers

Shenyang Import and Export Corporation

Sales Confirmation

To: S/C No.:
Address: Date:
Telephone: Signed at:
Fax:

We hereby confirm the sale of the following goods according to the terms and conditions stipulated below.

(1) Name of Commodity and Specifications:

(2) Quantity:

(3) Unite Price:

(4) Total Amount:

With _________ % more or less allowed both in quantity and total amount at the Seller's option.

(5) Packing:

(6) Shipping Marks:

(7) Time of Shipment:

(8) Port of Shipment:

(9) Terms of Payment: By 100% Irrevocable Letter of Credit in the favor of the Seller to be available by sight draft and to remain valid for negotiation in China until the 15th day after the aforesaid time of shipment.

(10) Insurance: To be effected by the Buyer; To be effected by the Seller against All Risks as per China Insurance Clauses.

(11) The Buyer shall establish the covering Letter of Credit before _________; otherwise the Seller reserves the right to rescind without further notice, or to accept the whole or any part of this Sales Confirmation not fulfilled by the Buyer, or to lodge a claim for losses sustained, if any.

(12) For transactions concluded on a CIF basis, it is understood that the insurance is effected for 110% of the invoice value against the risks specified in the Sales Confirmation. If additional insurance amount or coverage is required, the Buyer must have the Seller's consent before shipment and the additional premium is to be borne by the Buyer.

(13) Quality/ Quantity Discrepancy: In case of quality discrepancy, a claim should be filed by the Buyer within 2 months after the arrival of the goods at the port of destination, while in case of quantity discrepancy, a claim should be filed by the Buyer within 15 days after the arrival of the goods at the port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the insurance company, shipping company, other transportation organizations and/ or post offices are liable.

(14) Force Majeure: The Seller shall not be held liable for failure or delay in delivery of the whole lot or a portion of the goods under this Sales Confirmation in consequence of any Force Majeure incident.



(15) Arbitration: All disputes in connection with this Contract or the execution thereof shall be settled amicably through negotiations. In case no settlement can be reached, the dispute shall then be submitted for arbitration. The arbitration shall take place in Beijing, China and be conducted by the China International Economic and Trade Arbitration Commission. The decision made by the said Commission shall be accepted as final and binding upon both parties. Arbitration expenses shall be borne by the losing party unless otherwise awarded.

(16) Remarks:

Confirmed by: Shenyang Import and Export Corporation

Notes

1. A contract is an agreement that creates an obligation, that is a binding, legally enforceable agreement between two or more competent parties.
   合同是一份具有法律效力的协议，并对双方或更多方具有约束力。
2. terminology n. 术语
3. professionally adv. 专业地
4. saliency n. 突出
5. null and void 无效
6. ambiguity n. 含义模糊
7. shun dangling modifiers 避免悬重性修饰语
8. follow suit 跟着做
9. BOT 表示“建设-经营-移交”(Build-Operate-Transfer)
   国际 BOT 投资合同指私营机构(在我国表现为外商投资)的项目公司参与国家项目(主要是基础设施和公共工程项目)并与政府机构协商，由项目公司筹备和建设基础设施项目、明确双方权利和义务而签订的协议。
10. The contract heading 约首
11. whereas clauses 鉴于条款，也称为约因条款，是说明当事人订约经过和订约目的的条款
    此条款通常包括的内容为：当事人经营的业务、订约的动机、磋商的经过、订约的本意。
12. The main body 本文，即合同的正文部分
13. seasonal goods 季节性商品
14. semi-processed goods 半制成品
15. The validation of a contract 约尾
16. forward contract 期货合同
17. contract for purchase 购货合同
18. installment contract 分期合同
19. multilateral trade agreement 多边协议
20. expiration of contract 合同期满
21. neck form 用于挂项链的胸像

22. earing/pin/pendant set　耳坠、耳钉和吊坠的底座
23. bracelet ramp　放手镯的座子
24. FEDEX　联邦快递，总部在美国的一家快递公司，全称是 Federal Express
25. a/c, 或 A/C　account 的缩写，账户
26. 22CTNS　62 × 46 × 61, 22 纸箱(CTNS, cartons), 每箱的长、宽、高分别为 62cm、46cm 和 61cm
27. CBM, cubic meters　立方米
28. wire transfer　电汇，也可写为 telegraphic transfer, 简称 T/T

Supplementary Reading

Negotiating an Import and Export Transaction by Email

Compared with traditional business leters, the emails are highly factual, to the point and informal. Another significant observation is that emails were used at practically all phrases of a typical deal. Emails were used in business situations such as inquiry, offer, counter-offer, acceptance, sending samples, and instructions on packing, shipment and payment. However, you are not encouraged here to reduce the high standards of business communication, but to learn to make emails work effectively for your routine work.

Specimen Documents

Specimen 1 (Wednesday, June 23th, 2010, 9:18 AM)

Dear Jone,

It seems that our working times are not the same time.

Please send emails to me, so I could know your requirements ASAP.

Barbara

Specimen 2 (Thursday, June 24th, 2010, 10:12 AM)

Barbara,

Yes, our working times are not the same. We have 12 hours time difference. But you can see me online on MSN or Yahoo if you can log on from home.
I will get back to you on the requirements by tomorrow latest. Can you do a custom display exactly, i.e. copy a sample if I send you? Let me know.

Thanks,
Jone



Specimen 3 (Friday, June 25th, 2010, 3: 08 PM)

Barbara,

I sent you the pictures and the samples this morning. Hopefully you got it.

I am enclosing the pictures again with this email just in case you didn't get the others.

Thanks,
Jone

Specimen 4 (Friday, June 25th, 2010, 4: 16 PM)

Dear Jone,

Thanks for the pictures.

As they are of regular shape, we think it's not a hard work to copy them. I will contact you as soon as they arrive here.

BR
Barbara

Specimen 5 (Friday, July 2th, 2010, 4:18 PM)

Dear Jone,

Your samples were received yesterday.

To our pleasant surprise, they are quite similar to our own products. So I am enclosing some pictures of our product with this email as well as their article numbers.

Barbara

Specimen 6 (Monday, July 5th, 2010, 11:15 AM)

Barbara,

Thanks for the pictures.

Enclosed please find the items I need with the exact sizes as mentioned. Please give

prices on these and advise if you have these sizes in stock.

The quantities we need are:

(1) 388 pcs Neck form 7.5″ W × 5.5″ D × 11"H. White Faux Leather.
(2) 96 pcs neck form 5″ W × 4″ D × 7.5″ H. White Faux Leather.
(3) 364 pcs earing/pin/pendant set as picture. White Faux Leather.
(4) 312 pcs bracelet ramp as per picture. White Faux Leather.
(5) 72 pcs T-Bar, your item No. TB105. White Faux Leather.

If you have any samples on any of these ready can you FEDEX to us? You can bill our FEDEX a/c #0007-2500-6 to the below address…

Thanks,
Jone

Specimen 7 (Wednesday, July 7th, 2010, 3:32 PM)

Dear Jone,

The quotations are as follows (FOB Nanjing/Shanghai):

(1) 388 pcs neckform 7.5″ W × 5.5″ D × 11″ H, White Faux Leather, similar to our Bust product ADS-11 (8″ W × 11″ H), USD1.55/PC.
(2) 96 pcs neckform 5″ W × 4″ D × 7.5″ H, White Faux Leather, USD1.20/PC.
(3) 364 pcs earing/pin/pendant set as picture, White Faux Leather, USD0.80/PC.
(4) 312 pcs bracelet ramp as per picture, White Faux Leather, USD1.60/PC.
(5) 72 pcs T-Bar Our item No. TB105, White Faux Leather, USD1.40/PC.

Actually, we had prepared two samples of bust ADS-11 and another specification the other day, and we should prepare other items as products above mentioned within these two days. The samples will be sent to you together for your reference.

If you order the above items, they will be ready for shipment within 20 days (at most) after receipt of your T/T payment in advance.

Sincerely yours,
Barbara



Specimen 8 (Thursday, July 8th, 2010, 11:01 PM)

> Barbara,
>
> The price on the bracelet ramp is too high, I can buy that here for that price. Please review and quote the best price.
>
> Thanks,
> Jone

Specimen 9 (Friday, July 9th, 2010, 9:15 PM)

> Dear Jone,
>
> We did quote the wrong price for 312 pcs bracelet ramp. The new quotation is White Faux Leather, USD1.20/PC FOB Nanjing, is this price OK?
>
> I think I can send some more samples to you tomorrow (Saturday), and you will receive them early next week.
>
> Best wishes,
> Barbara

Specimen 10 (Tuesday, July 13th, 2010, 1:35 PM)

> Barbara,
>
> Thanks for the samples.
>
> We liked the quality. Please start production on the order below. Also advise T/T instructions and proforma invoice so we can send money.
>
> The quantities we need are:
>
> (1) 388 pcs neckform 7.5″ W × 5.5″ D × 11″ H. White Faux Leather. (You can send the size you have closest to this measurement, would like the same as your sample size.)
> (2) 96 pcs neckform 5″ W × 4″ D × 7.5″ H. White Faux Leather. (You can send the size you have closest to this measurement, would like the same as your sample size.)
> (3) 364 pcs earing/pin/pendant set as picture. White Faux Leather. (would like the same as your sample size but need to make modifications. don't need tab in the middle.)
> (4) 312 pcs bracelet ramp as picture. White Faux Leather. (would like the same as your sample size.)

(5) 72 pcs T-Bar your item. White Faux Leather. (would like the same as your sample size.)

Please rush production on this, try and see if you can do earlier than 20 days.

Any questions/comments email.

Jone

Specimen 11 (Wednesday, July 14th, 2010, 11:04 AM)

Hello, Jone,

Thank you for your order. We shall arrange production on receipt of your T/T payment.

The packages will be as follows:

(1) DNW-11	18pc/ctn	22ctns	62 × 46 × 61.
(2) DNW-8S	32pc/ctn	3 ctns	45 × 31 × 38.
(3) TL-37 (earing set)		2 ctns	45 × 31 × 38.
(4) TB-105		2 ctns	42 × 44 × 53.
(5) HM-1 (bracelet ramp)		2 ctns	45 × 31 × 38.

Total volume: 7.53 cbm

The T/T instructions and proforma invoice is attached to this mail. Thank you for your cooperation.

Best regards,
Barbara

Specimen 12 (Thursday, July 15th, 2010, 1:04 PM)

Barbara,

Our accountant has already sent the wire transfer to you today. Please check your end and confirm.

Also try and expedite production as much as you can without hurting quality. We



hope this lot will be delivered by air so we can receive the goods at an early date.

Thanks for all your help.

Regards,
Jone

Specimen 13 (Friday, July 16th, 2010, 4:00 PM)

Dear Jone,

Thank you for your payment. I think the money will arrive at our account early next week.

As for the shipment, the previous package is for sea freight, not for air. But for air freight, we shall reduce the individual boxes for each item, so the total volume might only be half of that: around 4 cbm.

Best regards,
Barbara

Specimen 14 (Tuesday, July 20th, 2010, 4:00 PM)

Dear Jone,

We just evaluated the total weight of the item, it almost reaches 60 kgs. If the commodities are delivered by air, the freight charge is really expensive: RMB35.00/kg. The total freight charge will be around USD2100.00, much higher than the cost of the displays.

However, the above evaluation of the weight may not be very accurate, the exact information of weight and volume will be calculated after some of the items have been completed and have been packed.

In addition, I send you two pictures of our products again. Please confirm if they are the items that you inquired about the phone call yesterday.

Best regards,
Barbara

Specimen 15 (Wednesday, July 21th, 2010, 4:57 PM)

> Barbara,
>
> As we need this lot urgently, could you ship 50 percent of each item by air and the others by sea?
>
> As to the pictures you enclosed yesterday, I need more information about their size, material and price. Please let me know their details.
>
> Thanks for all your help.
>
> Regards,
> Jone

Exercises

I. There are some mistakes and omission in the following contract. Please correct and complete it.

Commodity &	Chinese Rice
Specification:	Broken Grains : 25%
	Admixture: 0.5%
	Moisture: 15%
Packing:	Packed in gunny bags
Quantity:	5 000 metric tons
Price:	US $450 per metric ton CIF America
Shipment:	on December 15th, 2006
Insurance:	against All Risks ,War Risks, Strikes and Thefts
Payment:	by letter of credit

II.Translate the following sentences and paragraphs into Chinese.

(1) Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence.

(2) This agreement, when duly signed by both parties concerned, shall remain in force for 12 month from October 12th, 2008 to September 11th, 2009, and it shall be extended for another 12 months upon expiration unless notice in writing is given to the contrary.

(3) Party A shall pay Party B a commission of 5% on the net invoiced selling price on all



orders directly obtained by Party B and accepted by party A. No commission shall be paid until Party A receives the full payment for each order.

(4) Your order will not create a binding contract between both parties.

(5) The buyer is responsible for the following costs and charges in the sale and transport of goods.

(6) The Buyer shall open with a bnk acceptable to the Sellers and Irrevocable Sight Letter of Credit to reach the Sellers 30 days before the month of shipment, valid for negotiation in China until the 15th day after the month of shipment.

(7) The seller will make every effort to commence transport of the goods so that they will arrive by the delivery date.

(8) If there is any delay, the seller will immediately notify the buyer of the delay and the reason for the delay.

(9) The buyer will have the option to renegotiate with the seller for a new delivery date.

(10) All disputes arising out of the performance of, or relating to this contract, shall be settled amicably through negotiation. In case no settlement can be reached through negotiation, the case shall then be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its arbitration rules. The arbitral award is final and binding upon both parties.

III. Translate the following sentences orally.

(1) The parties understand and agree that law of China will be applied to interpret the contract.

(2) Each party is responsible for obtaining on its own account any other insurance coverage for the goods that he may desire.

(3) Title will be transferred to the buyer while goods are delivered to New York port, if the buyer has paid.

(4) If shipment is delayed because the buyer fails to furnish such proof timely, the seller will not be deemed to have breached the contract.

(5) The buyer covenants that the goods will be shipped to and delivered in American and that the buyer will not ship or deliver the goods to any other country.

(6) The buyer is entitled to inspect, or to have its agent inspect, the goods at the seller's place of business.

(7) Within 90 days after delivery, the seller agrees to replace the goods found defective free of charges.

(8) The buyer will pay the price by sight draft.

(9) The buyer will be responsible for obtaining import license issued by the appropriate agency of USA government, the seller will be responsible for obtaining export license issued by the appropriate agency of China government.

(10) If either party notifies the other party that it will not or is unable to perform this agreement, the party receiving notice is entitled to cancel the agreement.

APPENDIXES

I. Miscellaneous Correspondence

1. Announcement

Dear Sirs,

Owing to the large increase in the volume of our trade with this country, we have decided to open a branch here, with Mr Han Jiang as manager.

The new branch will open on October 18th and from that date all orders and enquiries should be sent to Mr Han at the above address, instead of to our New York office.

We take this opportunity to express our thanks for your cooperation in the past. We hope the new arrangements will lead to even better results.

Yours faithfully,

2. Apologies and Explanations

Dear Sirs,

We regret to learn from your letter of December 15th that your Order No.A102 of 10 cases didn't contain the goods you ordered.

After looking into the matter, we found that it was a mistake by our staff at the warehouse. We deeply regret the inconvenience you have sustained, but trust this accident will not influence you unfavorably in future orders.

We have arranged for the right goods to be dispatched to you at once, relative documents will be mailed as soon as they are ready.

We will appreciated it if you will keep the 10 cases until our local forwarding agent, whom we will instruct accordingly, call for them.



Please accept our many apologies for the trouble caused to you by the error.

Yours faithfully,

3. Letters of Thanks

Dear Sirs,

We would like to express our appreciation for your kindness to support our establishment of the relationship with NTG Co., Ltd.
We thank you very much for not only your generous terms in which you wrote about us, but for the help and encouragement you have given us.

Yours faithfully,

4. Letters of Congratulations

Dear Sirs,

We have just learned that you have lately opened a new branch company in London. Congratulations on your bold venture.

As you know, our company has had a broad business associations in Europe. In view of the long friendly corporation between us, we look forward to collaborating with you in your European venture.

Please let us know if we can be of any assistance to you. We will be delighted to help. We wish you a bright and prosperous future.

Yours faithfully,

5. Invitation and Replies

1) Invitation

Dear Sirs,

We sincerely invite your to attend the 2010 International Fair which will be held September 28th to October 8th at the above address. Full details on the Fair will be sent in a week.

The Fair also offers participants both at home and abroad an excellent opportunity to explore the market and share our future prosperity.

We are confident that your active involvement in the Fair will be proven to be a most effective way to bring you fruitful benefits.

We look forward to hearing from soon, and hope that you will be able to attend.

Yours faithfully,

2) Printed receipt

I feel honored to receive your invitation and will attend the 2010 International Fair.

Company: ________________________________

Name (Mr./Ms.): ________________________________

Nationality: ________________________________

Position: ________________________________

Companion: ________________________________

Add: ________________________________

Fax: ________________________________

E-mail: ________________________________

Time of arrival: ________________________________

Requirement for Hotel Reservation (please tick off below):



□★★★★★	□★★★★	□★★★
□ Suite	□ Standard	
For more services, please specify here:		

3) Affirmative reply

> Dear Sirs,
>
> Thank you for your letter of October 25th inviting our corporation to participate in the 2010 International Fair. We are very pleased to accept and will plan to display our electrical appliances as we did in previous years.
>
> Mr Zhang Hong will be in your city from September 1 to 10 to make specific arrangements and would very much appreciate your assistance.
>
> Yours faithfully,

4) Negative reply

> Dear Sirs,
>
> Thank you very much for your invitation to attend the 2010 International Fair. As we have a prior engagement, we are sorry we are unable to attend .
>
> We hope to see you on some future occasion.
>
> Yours faithfully,

6. References

1) Asking for the permission of reference

Dear Sirs,

We are going to conclude the first business with LJK Ltd., New York. We are asked to supply trade references. We have been a regular customer of you for the past six years and should be grateful if you would allow us to submit the name of your firm as one of the two suppliers they have requested for reference.

We shall very much appreciate your consent and your early reply.

Yours faithfully,

2) Reply

Dear Sirs,

We are very pleased to receive your letter dated May 4th, asking us for permission to use our name in your transaction with LJK Ltd., New York.

Since we've done business for years, we think that you are a reliable customer. When we are approached for reference, we shall be very glad to support your request for credit facilities.

Yours faithfully,

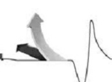
3) Positive reference

Dear Sirs,

We thank you for your letter of May 15th, asking for the credit facilities of LJK Ltd., New York., with which we have done business for years. We find that this firm is well managed, trustworthy and reliable, and has always settled their account on time.

We hope this is of some help to you.

Yours faithfully,



4) Negative reference

Dear Sirs,

In reply to your letter of May 15th, we regret to say that the management of the firm is proven to be unreliable. In our dealing with them, we find it is not satisfactory, they have not always settled their accounts with us on time.

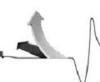
We hope this is of some help to you and also hope this information is treated as strictly confidential.

Yours faithfully,

II. General Commercial Expressions

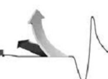
acceptance	承兑
account	账目
accountant	会计师
account payable	应付款
actual rate	实际汇价
actual total loss	实际全损
administration expense	管理费
advance	预付；定金；垫付
advice of charge	付账通知书
advice of drawing	票汇通知书；提款通知书
advising bank	通知银行
affiliated company	附属公司；联号
after date	出票后
after sight	见票后
agent	代理商
agency	代理
air-borne goods	空运货物
air mail	航空邮递
allowance	津贴；折扣
all risks	一切险
amendment (of an L/C)	修改(信用证)
annual expenditure	岁出
annual revenue	岁入
applicant	申请人

application	申请书
appointed bank	指定银行
appraisal	估价
appreciation	涨价
arbitration	仲裁
arrears	拖欠
article	项目；货品
as per sample	按照样品
assign	转账
assets	资产
assured	被保险人
assurer	承保人
attachment	附件
auction	拍卖
audit	审计
auditor	审计员
bad debt	坏账
balance	余额
balance of payments	国际收支
balance sheet	差额表；日计表
balance of trade	贸易差额；贸易平衡
banker's association	银行公会
bank draft	银行汇票
bankruptcy	破产
bank's buying rate	银行买价
bank's selling rate	银行卖价
barter	易货
base price	底价
bearer	来人；持票人
beneficiary	受益人；收款人
bid bond	押标金
bill for collection	托收汇票
bill of exchange	汇票
bill of lading	提单
blank endorsement	空白背书
blue chip	信誉卓著的股票（蓝筹股）
board of directors	董事会
bona fide	善意的
bond	债券；公债



bonus	红利
broker	经纪人
brokerage	佣金
budget	预算
business day	营业日
business standing	商业信用情况
calendar year	普通（日历）年度
capital	资本
carrier	承运人；运载工具
cartage	搬运费
cash	现金
cash against documents	凭单付款
cash on delivery	货到付款
cash price	付现价格
cash with order	预付货款
catalogue	目录
category	类目
ceiling price	上限价
certificate of inspection	货品检验证
certificate of origin	原产地证书
certified check	保付支票
certified invoice	签证发票
chamber of commerce	商会
charter party	租约
chattels mortgage	动产抵押
check (cheque)	支票
check register	支票登记簿
check to bearer	不记名支票
circular	通函
claim	索赔
classification	分类
clean bill	光票
clean bill of lading	清洁提单
clearing house	票据交换所
close of business	停业
closing rate	收盘汇率
collateral security	附属担保品；抵押品
collection	托收
commercial draft	商业发票

commission	佣金；手续费
commission agent	佣金代理人
commodity	商品
compound interest	复利
confidential	机密的
confirmation	确认书
confirmed letter of credit	保兑信用证
consignee	收货人
consignment	寄售；交运的货物
consignor	发货人
consular invoice	领事发票
container	集装箱
conversion table	换算表
copy	副本；份数
correspondent	代理行；联号；联行
counterfeit note	伪钞
countersign	会签；连署
crossed check	划线支票
cross rate	套汇率
currency	货币；通货
current rate	当日汇率
current account	往来账；经常项目账户
current price	时价
customs broker	报关行
customs invoice	海关发票
date of expiry	到期日
date of value	起算利息日
date of grace	宽限日
debenture	债券；借据
debit	借方；记入借方
debit note	收款清单
deck cargo	甲板货
deferred payment	延期付款
delivery	交货
demand draft	即期汇票
demurrage	滞期费
denomination	票面；面值
deposit book	存款簿
designated bank	指定银行



devaluation	贬值
discount	折旧；贴现
dishonor	拒付；退票
dividend	股息；红利
documentary bill	跟单汇票
documents against acceptance	承兑交单
documents against payment	付款交单
draft	汇票
draw-back	退税
drawee	受票人；汇票付款人
drawer	出票人
due date	到期日
dumping	倾销
employee	雇员
employer	雇主
endorsee	受让人，被背书人
endorsement	背书
endorser	转让人，背书人
entertainment	交际费
equity	产权
estate	财产
exchange	交易所
exchange control	外汇管制
exchange settlement	结汇
ex factory	工厂交货价
ex ship	目的港船上交货价
export bill	出口汇票
export declaration	出口申报书
extension	展期
face value	面值
fair	交易会
file	卷宗
fiscal year	财政年度，会计年度
floating policy	流动保险单
floating rate	浮动汇率
foreign exchange	外汇
forward exchange	远期外汇
forwarding agent	运输行
foul bill of lading	不洁提单

franchise	免赔限度；政府特许的权利
free alongside ship	船边交货价
free of (from)particular average	单独海损不赔，平安险
freight prepaid	运费预付，运费先付讫
full set of bills of lading	全套提单
general average	共同海损
gross weight	毛重
guarantee	保证
guarantor	保证人
half-finished goods	半成品
holder of bill	持票人
holder in due course	正当持票人
hypothecate	抵押
in bond	关栈中交货价
in bulk	散装
income tax	所得税
incorporated company	股份有限公司
in duplicate	一式两份
inflation	通货膨胀
inspection certificate	检验证书
installment	分期付款
insurance certificate	保险单证
insurance policy	保险单
insured	被保险人
insured amount	保险金额
insurer	承保人
interest rate	利率
International Monetary Fund	国际货币基金组织
in triplicate	一式三份
inventory	存货清单
invoice	发票
irrevocable	不可撤销的
irrevocable letter of credit	不可撤销的信用证
issuing bank (opening bank)	开证行
journal	日记账
joint account	以几个人的名义共同开立的户头
joint stock company	合股公司；股份公司
label	标签
landing	起货



ledger	分类账
legal tender	法定货币；法定债款
letter of credit	信用证
letter of guarantee	保证函
letter of hypothecation	质押书
letter of indemnity	赔偿书
liabilities	负债；债务
liability	责任
lien	留置权
limited company	有限公司
liquidation	清算
loan	贷款
lump sum	总价
managing director	总经理
margin	保证金；定金；利润；手续费
marine insurance	海上保险
marine risk	水险
marks	出口包装（包装外的标记）
maturity	到期
minimum charge	最低费用
money order	邮政汇款单；邮政汇票
mortgage	抵押
mortgage bond	抵押债券
most-favored-nation clause	最惠国待遇条款
negotiating bank	议付银行
net	净（值）
nominal account	虚账户
nominal rate	名义汇率
notary public	公证人
notify	通知
notifying bank	通知银行
ocean bill of lading	海运提单
ocean freight	海运运费
offer	报价
office copy	存底
official rate	法定汇价
on board bill of lading	已装船提单
on demand	见票即付，即期
open account	开户



open cover	预约保险
opening rate	开盘汇率
order bill of lading	记名提单
order clerk	指定人支票
ordinary stock(share)	普通股
original	正本
outstanding	未付
overdraft	透支
overdue	逾期
over valuation	估价过高
packing list	装箱单
parcel post	邮政包裹
parcel receipt	包裹收据
particular average	单独海损
partnership	合伙
par value	票面价值；平价
patent	专利
pattern	样式
payee	收款人，受款人
payer	付款人
paying bank	付款银行
pledge	质押；担保
posting	过账
postal money order	邮政汇票，邮政汇款单
power of attorney	委托书
preference stock(preferred share)	优先股
premium	升水；保险金
presentation	提示
price ceiling	高价
price floor	低价
principal	本金
priority	优先
processed goods	加工品
professional charges	公费
proforma invoice	形式发票；估价单
promissory note	本票；期票
pro rate	按照比例
protest	拒付；拒付证书；抗议书
quadruplicate	第三副本；一式四份



quality certificate	品质证明书
quota system	限额制
quotation	报价
rate of exchange	汇率
real estate	不动产
rebate	回扣
receipt	收据
received for shipment B/L	备运提单
red clause	红条款
rediscount	重贴现
register	登记；登记簿；注册
reimbursement	偿还
remittance	汇款
renewal	展期
requisition	请求单
retire (take up) bill	赎票
reserves	公积金；外汇储备
retail	零售
revenue	收入；税收
revocable	可撤销的
revolving letter of credit	循环信用证
ruling price	时价
salary	薪金
sample	样品
sales contract	售货合同
screen	审核
secured loan	抵押放款
securities	有价证券
settlement	结账；清算
shares	股票
shipment	交运；交运货物
shipper	托运人；发货人
shipping advice	装运通知
shipping documents	装运单据
shipping space	舱位
shortage	短少
sight draft	即期汇票
signature card	印签卡
single proprietorship	独资

slip	传票
sola	单张汇票
special endorsement	记名背书
standing	信用情况
statistics	统计
stock	股票
stock exchange	股票交易所
stock holder	股东
stop payment	止付
surveyor	鉴定人；公证人
tariff	关税；税率；收费表
telegraphic transfer	电汇
tender	投标
tenor	汇票期限
terms	条款
through bill of lading	联运提单
tolerance	公差；溢短装限度；合理的伸缩
trade discount	同业折扣
trade mark	商标
transfer	转让
transferee	受让人
transferor	出让人
transshipment	转船，转运
traveler's check	旅行支票
treasury bond	国库券
trust receipt	信托收据
turnover	营业额
unclean bill of lading	不洁提单
uncollectible account	坏账
unconfirmed letter of credit	不保兑的信用证
underwriter	保险人；下书人
unit price	单价
usance time, period bill	远期汇票
usance letter of credit	远期信用证
validity	效期
voucher	凭单；收据
warehouse receipt	站单
war risk	战争险
warranties	特约条款



weight certificate	重量证明书
wholesale	批发
withdrawal	提款；退票
with particular average	水渍险
yield	收盘；出产

Ⅲ. General Commercial Abbreviations

A.A.R against all risks	担保全险，一切险
A.B.No. accepted bill number	进口到单编号
A/C account	账号
AC. acceptance	承兑
Acc acceptance, accepted	承兑，承诺
a/c. A/C account	账，账户
a/d after date	出票后限期付款(票据)
adv. advice	通知(书)
ad val. ad valorem(according to value)	从价税
A.F.B. air freight bill	航空提单
Agt. agent	代理商
AI first class	一级
AM amendment	修改书
Amt. amount	额，金额
A.N. arrival notice	到货通知
A.P. account payable	应付账款
A/P authority to purchase	委托购买
a.p. additional premium	附加保险费
A.R. account receivable	应收款
Art. article	条款，项
A/S account sales	销货清单
a/s after sight	见票后限期付款
att,.attn. attention	注意
av.,a/v average	平均，海损
a/v a vista (at sight)	见票即付
B/-,b/- bale, bag	包，装
bal., balce. balance	余额
bbl. barrel	桶，樽
B/C bill for collection	托收票据
B.D. bills discounted	贴现票据
B/D bank draft	银行汇票
b/d brought down	承前页

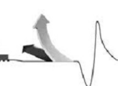


B'dle, bdl bundle	束，把
B/E bill of exchange	汇票
B/F rought forward	承前页
Bg bag	袋
BIS Bank for International Settlement	国际清算银行
Bk bank	银行
Bkg. banking	银行业务
B/L bill of lading	提单
B/N bank note	银行纸币
B.O. branch office	分支行
b/o brought over	承前
bot. bottle	瓶
B/P bill purchased	买入票据，出口押汇
B/P bills payable	应付票据
B/R bills receivable	应收票据
Brl.,barl. barrel	桶，樽
bx box	箱，盒
C/- case,currency,coupon	箱，通货，息票
c. cent,centimes,centigrade	分(美)，分(法)，百分度(寒暑表)
C.A. credit advice	收款报单
C.A.D. cash against documents on arrival of good	货到后凭单付款
c.a.d. cash against documents	凭单证付现金
cat. catalogue	货品目录
C.B. clean bill	光票
C/B clean bill	光票
C.B.D. cash before delivery	付现金后交货
c.c. carbon copy; cubic centimeter	副本；立方厘米
C/C,C.C chamber of commerce	商会
C.D. collection and delivery	托交
Cert. certificate	证明书
CFR cost and freight	运费在内价
C.F.S. container freight station	集装箱货运站
C.H. clearing house	票据交换所
C.I. certificate of Insurance	保险单
C&I cost and insurance	货价及保险
c.i.a. cash in advance	预付现金
CIF cost, insurance and freight	运费、保险费在内价
C.I.F.C. Cost,Insurance,Freight and Exchange	运费、保险费、佣金在内价
C.I.F.E. Cost,Insurance,Freight and Interest	运费、保险费、汇费在内价



CK check	支票
CL collection	托收
CM commission	佣金
C.O. certificate of origin	产地证明书
c/o care of	由……转交
Co. company	公司
c.o.d. cash on delivery	货到付款
Con.Inv. consular invoice	领事发票
Corp. corporation	法人，公司
CPT carriage paid to	运费付至
C/P charter party	租船契约
cr. credit	货方，债权人
cs case	箱
csk.,ck cask	樽
C.W.O. cash with order	现金订货，认购即付
C.Y. container yard	集装箱场
D/A documents against acceptance	承兑交单
documents attached	备承兑单据
deposit account	存款账号
d/a days after acceptance	承兑后……日付款
DAF delivery at frontier	边境交货
D/D, D. demand draft, documentary draft	即期汇票，跟单汇票
d/d day's date (days after date)	出票后……日付款
DDP delivered duty paid	完税后交货
DDU delivered duty unpaid	未完税交货
DEQ delivered ex quay	目的港码头交货
DES delivered ex ship	目的港船上交货
d.f., d.fet. dead freight	空载运费(船)，空仓费
Disc. discount	贴现；折扣
D/N debit note	借方通知
D/O delivery order	卸货通知书
D/P documents against payment	付款后交付单据
Dr. debit debter	借方，债务人
d/s. days' sight	见票后……日付款
DV Dividends	股利
E/B export-import bank	进出口银行(美国)
enc.,encl. enclosure	附件
E.& O.E. errors and omissions excepted	错误或遗漏不在此限，如有错漏，另行更正

ETA	estimated time of arrival	预定到达日期
Exp.	export	出口
EXW	ex work	工厂交货
FAS	free alongside ship	船边交货价
F.B.E.	foreign bill of exchange	国外汇票
FCA	free carriage	货交承运人
f.c.l.	full container load	整个集装箱装满
f.d.	free discharge	卸货船方不负责
F.& D.	freight and demurrage	运费及延装费
f.i.	free in	装货船方步负责
f.i.o.	free in and out	装卸货船方均不负责
f.i.o.s.	free in out stowed and trimming	装卸堆储平仓船方均不负责
f.o.	free out	卸货船方不负责
f.o.,f/o	firm offer	规定时限的报价
FOB	free on board	船上交货价
f.o.c.	free of charge	免费
F.O.I.	free of interest	免息
FOR	free on rail,free on road	火车上交货价
FPA	free of particular average	平安险
FX	foreign exchange	外汇
G/A	general average	共同海损
GATT	General Agreement on Tariffs and Trade	关税贸易总协定
gm.	gramme	一克
G/N	guarantee of notes	承诺保证
g.s.w.	gross shipping weight	运输总重量
gr.wt.	gross weight	毛重
IATA	International Air Transport Association	国际航空运输协会
IBRD	International Bank Reconstruction and Development	国际复兴开发银行
I/C	inward collection	进口托收
ICC	International Chamber of Commerce	国际商会
IMO	International Money Orders	国际汇票
Imp	import	进口
IMF	International Monetary Fund	国际货币基金
Inv.	invoice	发票
IOU	I owe you	借据
I/P	insurance policy	保险单
I/R	inward remittance	汇入汇款
ISIC	International Standard Industrial Classification	国际标准产业分类
k.	karat(carat)	卡拉(纯金含有度)



kg. kilo, kilogramme 千克
K.W. kilowatt 千瓦
L/A letter of authorization 授权书
lbs. pounds 磅
L/C letter of credit 信用证
L/H general letter of hypothecation 质押权利总股定书
L/I letter of indemnity 赔偿保证书
L/G letter of guarantee 保证函
l.t. long ton 长吨(2 240 磅)
Ltd. limited 有限责任
L/U letter of undertaking 承诺书
m/d month after date 出票后……月付款
memo. memorandum 备忘录
M.I.P. marine insurance policy 海上保险单
m/s months after sight 见票后……月付款
M.T. metric ton 公吨
m.v. motor vessel 轮船
N.B. nota bene(take notice) 注意
No. number 号码
n/p non-payment 拒付
Nt.Wt net weight 净重
O/C outward collection 出口托收
OD. overdraft 透支
O/No. order number 订单编号
o.p. open policy 预约保单
o/s on sale, out of stock 廉价出售，无存货
oz ounce 盎司
P/A particular average 单独海损
p.a. per annum(by the year) 每年
p.c. per cent; petty cash 百分比；零用金
P.M.O. postal money order 邮政汇票
P/N promissory note 本票
P.O.B. postal office box 邮政信箱
p.o.d. payment on delivery 交货时付款
P.O.D. pay on delivery 发货付款
P/O payment order 付款单
P/R parcel receipt 邮包收据
PS. postscript 附言
pt. pint 品脱



P.T.O. please turn over	请看下页
Qlty quality	品质
Qr quarter	四分之一
Qty quantity	数量
Quotn quotation	报价单
Recd received	收讫
Recpt receipt	收据
ref reference	参考，关于
RFWD rain, fresh water damage	雨水及淡水险
S.A. statement of account	账单
S/C sale contract	售货合同
S/D sight draft	即期汇票
S/N shipping note	装运通知
S/S, s.s steamship	轮船
s.t. short ton	短吨
TPND theft, pilferage and nondelivery	盗窃遗失条款
T/T telegraphic transfer	电汇
voy. voyage	航次
V.V. vice versa	反之亦然
W(P)A with (particular) average	单独海损赔偿
W.R. war risk	战争险
W.R. warehouse receipt	仓单
Wt weight	重量
XL extra large	特大号
yd. yard	码

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